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HANDBOOK FOR WAREHOUSEMEN OPERATING UNDER UNIFORM GRAIN STORAGE AGREEMENT //



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UNITED STATES
DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION //
DALLAS CSS COMMODITY OFFICE

3306 MAIN STREET
DALLAS, TEXAS

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<u>Exhibit No.</u>	<u>Form</u>
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2	Warehouse Receipt
3	P.O. Form 283, Warehouseman's Supplemental Certificate
4	Form CSS-553-2, Inventory Record
5	Form 640, Invoice for Warehouse Charges
6	Commodity Loan Form 15, Commodity Delivery Notice
7	Commodity Purchase Form 3, Delivery Instructions
8	Commodity Credit Corporation Form 102, Delivery Notice - Warehouse
9	Commodity Credit Corporation Form 40, Shipping Instructions and Loading Order
10	Form-PMA-552, Trust Order
11	Bill of Lading
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13	Loading Order Settlement - Quality-Quantity
14	Fis-393, Invoice Charges for Grain Handling
15	Commodity Credit Corporation Form 228, Inventory Acquisitions
16	Commodity Credit Corporation Form 229, Inventory Reductions

HANDBOOK FOR WAREHOUSEMEN
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SECTION I

I. INTRODUCTION

The information furnished in this handbook is for the purpose of assisting warehousemen operating facilities located in the area served by the CSS Commodity Office, Dallas, Texas, in performing their operations and discharging their responsibilities under the Uniform Grain Storage Agreement. The area served by the Dallas CSS Commodity Office comprises the States of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee and Texas. The information shall also be utilized by the ASC State and County Offices in the States comprising the same area.

Under no circumstances should any information contained in this handbook be considered to alter, modify, or supersede any provisions of the Uniform Grain Storage Agreement or Commodity Bulletins governing the Price Support Program.

Whenever interpretations or provisions of the Uniform Grain Storage Agreement are required, such interpretations shall be furnished by the Washington Office of Commodity Stabilization Service, Commodity Credit Corporation, for issuance by the CSS Commodity Office. Such interpretations shall be issued as appendices to be incorporated as part of this handbook.

The information contained herein applies both to operations of warehousemen storing grain as well as those who operate under the "handling only" features of the U.G.S.A. For those warehousemen operating under the "handling only" provisions, it should be understood that information regarding storing of grain does not apply to their operations.

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SECTION II

II. GENERAL

A. Uniform Grain Storage Agreement

The Uniform Grain Storage Agreement (hereinafter referred to as U.G.S.A.) is a standard contract offered by Commodity Credit Corporation to warehousemen who handle and store grain under Government price support and related programs. Any warehouseman who meets the requirements of Commodity Credit Corporation is eligible for approval under the U.G.S.A.

B. Responsibility

1. CSS Commodity Office:

The CSS Commodity Office has the responsibility for executing and administering the U.G.S.A. in the states within the area served by it and shall:

- (a) Approve or disapprove all warehouses for which application has been made and shall notify the warehouseman and ASC State and County Offices of such approval or disapproval.

Enforce the terms and conditions of the U.G.S.A. and shall supervise the operations thereunder.

Terminate or suspend agreements. Upon recommendation of ASC State and/or County Offices, the CSS Commodity Office shall consider suspension and/or termination of agreements.

- (b) Inspect all warehouses except those designated to be inspected by the ASC County Committee.
- (c) Issue all shipping instructions to warehousemen. In most cases, these shipping instructions shall be issued direct to warehousemen; however, there may be instances where the shipping instructions shall be issued to ASC State or County Offices, who shall, in turn, issue instructions to the warehousemen.

II.B.1.

- (d) Verify and pay invoices for warehouse charges accrued and payable in accordance with provisions of the U.G.S.A. All such invoices must be submitted direct to the CSS Commodity Offices.
- (e) Make settlements with warehousemen on grain stored and/or loaded out.
- (f) Within five business days furnish instructions concerning the handling and disposition of deteriorating or out-of-condition grain upon official notification and receipt from warehousemen of written report setting out specific requirements as stated in Section 10 of Agreement if the grain is stored commingled and CCC if the holder of the oldest outstanding warehouse receipts.
- (g) Upon request of the ASC State Offices in the area served, furnish assistance in explaining provisions of price support and related programs as they relate to the U.G.S.A.
- (h) Determine circumstances under which grain shall be stored identity-preserved.

C. General Provisions

1. Inspections:

The warehousemen shall permit inspections of his warehouse and its equipment and the grain stored therein, as well as pertinent documents and records, by representatives of the CSS Commodity Office or other duly authorized representatives of CCC.

2. Records:

The warehouseman shall maintain accurate and comprehensive records. These records shall include daily position sheets, which shall reflect by commodity the quantity received, the quantity shipped or delivered, and the quantity on hand; warehouse receipts outstanding to CCC, warehouse receipts outstanding to others, grain held on open accounts, open scale tickets, other obligations, and total liability to deliver grain; quantity on hand in other positions.

3. Reports:

The warehouseman shall furnish such reports as may be requested by the Director of the CSS Commodity Office in accordance with Section 20 of Agreement.

II.C.4.

4. Termination, Administration and Execution:

For warehouses located in the States of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee and Texas, the Director of the CSS Commodity Office, Dallas, Texas or his duly authorized representative, is responsible for (a) carrying out the termination provisions of the U.G.S.A. as set forth in Section 22 thereof; (b) for administration as provided in Section 25; and (c) for the execution of agreements with warehousemen in the listed states as provided in Section 28.

5. Financial Statement:

A new financial statement is required at least 30 days prior to the annual renewal date of the U.G.S.A., and at such other times as deemed necessary by the CSS Commodity Office. Form CCC-68, "Statement Showing Assets and Liabilities", is available for this purpose.

6. Notification:

Warehousemen operating under the U.G.S.A. in the states served by the Dallas CSS Commodity Office shall have fulfilled their obligations to notify CCC as provided for in Section 26 of the Agreement only when such notice is received in writing by the Director, CSS Commodity Office.

7. Inventories:

(a) Periodic Checks:

A physical inventory check shall be made by CCC at least once each year.

(b) Temporary Inventory Shortages:

Action based on a determination of a minor temporary shortage will not be taken by CCC (unless immediate action is necessary to protect the financial interests of the Corporation) without notice to the warehouseman of such contemplated action. If the warehouseman, in response to such notice, indicates he wishes to appeal the determination to CCC in Washington, he shall have 30 days from date of such notice in which to present the facts to the Director, Grain Division, CSS, who shall determine the position which CCC will take and promptly notify the warehouseman and the Director, CSS Commodity Office. Any such appeal made to the Director, Grain Division, CSS, by the warehouseman shall be forwarded through the Director of the CSS Commodity Office.

II.C.8.

8. Storage Period:

The period for which all the grain shall be stored shall be the option of Commodity or the holder of the warehouse receipt, unless a limited period of storage has been agreed to by Commodity in writing.

D. Categories of Grain Handled Under U.G.S.A.

The U.G.S.A. is applicable to wheat, corn, rye, barley, oats, soybeans, flaxseed, grain sorghums, and such other grain or farm products as may from time to time be included in the Schedule of Rates applicable to the U.G.S.A. for grains which are handled under price support and other programs of the U. S. Department of Agriculture. Obligations of warehousemen to maintain stocks of grain are as described in Section 7 of the Agreement.

1. Loan Grain:

The producer who deposits the grain placed under loan retains title to the grain until the maturity date of the loan as established by CCC. On or before the maturity date of the loan, the producer may repay his loan and redeem the warehouse receipt. If the loan has not been repaid by the maturity date, CCC shall acquire title to the grain under the forfeiture provisions of the Note and Loan Agreement. During the period in which the grain is under loan, such grain is stored by the warehouseman for the account of the producer who deposited the grain, and the warehouseman's prime responsibility during this period is to the producer as owner of the grain. The warehouseman also has responsibility to CCC inasmuch as the grain pledged under loan comes within the scope of the U.G.S.A. In the event loan grain is out-of-condition or in danger of becoming so, the warehouseman shall immediately notify the holder of the warehouse receipt and also notify the Dallas CSS Commodity Office in writing as to the condition of the grain.

2. Purchase Agreement Grain:

When the producer of the grain deposited with the warehouseman executes a purchase agreement with CCC in respect to such grain, the producer retains title to the grain until acceptance thereof by CCC at the delivery date established by CCC in accordance with the terms and conditions of the Purchase Agreement. Until such time as title to purchase agreement grain is acquired by CCC, the warehouseman is responsible to the producer who deposited the grain.

3. Government-Owned Grain:

II.D.3

This is grain owned outright by CCC or any other agency of the United States under the general supervision of the Secretary of Agriculture, and included purchased grain and grain delivered in satisfaction of loans or purchase agreements. The warehouseman is responsible to CCC for such grain.

4. Equities:

Where a producer desires to sell a commodity which he has placed under loan, he must repay the loan prior to sale of the commodity to a second party. The ASC County Committee or a lending agency shall not accept repayment of a loan from any other party than the producer except where the producer has signed a release in favor of the second party authorizing him to repay his loan and secure the warehouse receipts. Where the producer gives a second party a release authorizing him to repay the loan, the loan must be repaid immediately, it cannot be held to any subsequent date desired by the second party. The practice of securing executed producer releases, settling with the producer and holding the release for subsequent redemption is in violation of the Price Support Program.

5. Loan Repayments:

The warehouseman obtains title to the grain only when the loan is repaid and settlement is made with the producer. Grain pledged under loan to CCC shall not be removed from the warehouse unless the loan has been repaid except upon receipt of a loading order from the CSS Commodity Office.

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SECTION III

III. PROVISIONS APPLICABLE TO BOTH COUNTRY AND TERMINAL WAREHOUSES

A. Maintenance of Stocks in Warehouse:

The warehouseman's obligation to maintain stocks in warehouses is prescribed in Section 7 of the U.G.S.A.

B. Responsibility for Condition of Grain

The warehouseman's responsibility for maintaining condition of the grain and the procedure to be followed in the event there is deterioration is prescribed in Section 10 of the U.G.S.A.

C. Sacked Grain

The U.G.S.A. permits the warehouseman to store or handle the grain either in bulk or in sacks.

Even though warehousemen may receive and store grain either in bulk or in sacks, the warehouseman, unless otherwise instructed by the owner of the grain, is required to load out the grain in bulk. Warehousemen are responsible for bailing and retaining empty sacks for the account of and subject to the order of the owner.

D. Insurance

The warehouseman shall insure and at all times keep insured, in his own name, all the grain against loss or damage in accordance with the provisions of Section 15 of the U.G.S.A.

E. Transportation

1. General

Warehousemen operating under the U.G.S.A. shall receive grain shipped by or to CCC, initiate shipments of grain in accordance with shipping instructions furnished by the CSS Commodity Office, and otherwise handle transportation and related matters as provided in Section 16 and other applicable sections of the U.G.S.A. Loading Orders issued by the CSS Commodity Office shall contain complete instructions and, in the event the warehousemen have reason to question such instructions, it is very important that they contact the CSS Commodity Office immediately and prior to shipment.

III.E.2.

2. Bills of Lading

Unless otherwise instructed, warehousemen shall ship all CCC grain on straight commercial bill of lading and in addition to stating the standard information customarily shown on bills of lading, shall also state the following:

- (a) Show CCC as consignee. (Do not bill cars to CCC, care of second person, unless specifically authorized on CCC loading order.)
- (b) State full routing of cars as specified on Loading Order.
- (c) State description of commodity.
- (d) State gross weight.
- (e) State complete loading order number as part of the consignee (Consigned to).
- (f) Where loading order requests intermediate inspection, insert intermediate inspection point on bill of lading.
- (g) State full billing information as shown on loading order.
- (h) State exact type, number and weight of grain doors and other dunnage.

Bills of lading must be executed in a sufficient manner of copies so that the original and two copies shall be furnished immediately and direct to the CSS Commodity Office. In the event the inspection point indicated on the loading order is not satisfactory, warehousemen should notify the CSS Commodity Office accordingly and request that such inspection point be changed to the one customarily used. Warehousemen are responsible for preparing and furnishing Form CCC Form 41, "Letter of Transmittal for Bill of Lading and Notice of Shipment". Information furnished on the loading order and reverse side of Form CCC-41 shall explain the manner in which the form is to be completed. A specimen copy of the form is included herein as an exhibit.

3. Transit Tonnage

Warehousemen shall be responsible for the handling and protection of transit tonnage as provided in Section 16 of the U.G.S.A. Warehousemen shall report transit tonnage available to CCC on the prescribed form of Warehouseman's Supplemental Certificate (sample attached) and shall execute the form in the manner illustrated.

As provided in Section 16 of the U.G.S.A., the warehouseman may substitute tonnage for tonnage surrendered by CCC and CCC shall adjust any differences in value due to such substitution by billing or refunding the warehouseman. Warehousemen are not required to submit invoices for amounts due them in such cases, as a tonnage statement shall accompany our invoice of the refund check. Any exceptions taken to the tonnage statement should be forwarded to the CSS Commodity Office in writing.

III.F.

F. Schedule of Rates

Charges for services performed by warehousemen shall be computed at the rates specified in the U.G.S.A., Schedule of Rates, in effect for the area where and when such services are rendered. The rates applicable to the States of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas are shown under Area No. IV, and Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina and Tennessee are under Area No. V in the U.G.S.A. Schedule of Rates, CCC Form 25-1 (3/31/54).

G. Prepayment of Storage Charges

If storage charges are prepaid by the producer, such storage charges must be prepaid through the maturity date of the loan. Receiving and load out charges should not be collected from the producer at the time of deposit of the grain. In those cases where the producer prepaes the storage charges, the warehouseman should submit written evidence with the warehouse receipts that all warehouse charges except receiving and loading out charges, have been prepaid through the maturity date of the loan on the related commodity being stored.

H. Definitions

1. Country Elevators

For the purpose of this Handbook "Country Warehouses" shall be construed to mean all warehouses which do not meet the official grade and official weight requirements established by Sections 19 (e) and (f) of the U.G.S.A. (Form 25 revised and modified).

2. Terminal Elevators

For the purpose of this Handbook "Terminal Warehouses" shall be construed to mean all warehouses which meet the official grade and official weight requirements established by Sections 19 (e) and (f) of the U.G.S.A. (Form 25 revised and modified).

I. Warehouse Receipts and Warehouseman's Supplemental Certificate Requirements

Grain deposited in approved warehouse storage must be represented by warehouse receipts which satisfy the following requirements.

1. Indicate the date grain was deposited in the warehouse. (Show only one date of deposit for a warehouse receipt.)
2. Each warehouse receipt must set forth in its written terms that the grain is insured for not less than the market value against the hazards of fire, lightning, inherent explosion, windstorm, cyclone, and tornado, or in lieu of this statement, it must have stamped or printed thereon the word "Insured".

III.I.3.

3. If the grain is sacked, the warehouse receipt must indicate the number of sacks. When sacks are owned and to be retained for the producer, indicate as follows: "Sacks for the account of Producer".
4. Warehouse receipts should be issued for carload quantities, or less if applicable, of grain and should be supported by no more than one Warehouseman's Supplemental Certificate. This is requested in order to insure that the entire quantity of grain covered by the warehouse receipt will be constituted by the same test weight, moisture content, protein content, dockage and/or other grading factors.
5. Warehouse receipts issued by Federally Licensed Warehouses are to be issued in conformity with the provisions of this handbook and shall also conform to the rulings applicable to Federally Licensed Warehousemen that only the weight, class and subclass and numerical grade will be shown on the warehouse receipt. This means that the additional information required, including but not necessarily restricted to grading factors and protein content, will be shown on the Warehouseman's Supplemental Certificate. Terminal warehouses may submit weight, inspection and protein certificates attached to warehouse receipts.
6. For producer-owned grain, negotiable warehouse receipts shall be issued in the name of the producer and furnished to the producer. On farm stored loan grain acquired by CCC at maturity of the loan and delivered to an approved warehouse for storage, negotiable warehouse receipts shall be issued in the name of CCC and furnished to the ASC County Committee. On CCC-owned grain deposited for storage in an approved warehouse, the warehouse receipt shall be issued in the name of CCC and shall be furnished to the CSS Commodity Office.
7. Each warehouse receipt or the warehouseman's supplemental certificate (in Duplicate) properly identified with the warehouse receipt must show.
 - (a) Commodity (show only one per warehouse receipt).
 - (b) Gross weight.
 - (c) Net bushels (except grain sorghums) (Gross and net bushels for flaxseed).
 - (d) Class (except for flaxseed and rye) (Show only one per Warehouse Receipt).
 - (e) Sub-Class (wheat only) (Show only one per warehouse receipt)
 - (f) Grade (Show only one grade per warehouse receipt)
 - (g) Special grades (except corn, flaxseed, oats and soybeans).
 - (h) Test weight.
 - (i) Dockage (except corn, oats and soybeans)
 - (j) Moisture (except barley, flaxseed and oats)
 - (k) All other grading factors such as damage, etc., as specified

III.I.7.(k)

in the Handbook of Official Grain Standards of the United States. (Note: For sale by the Superintendent of Documents, U. S. Government Printing Office, Washington 25, D. C. - Price 25¢).

- (l) For soybeans grading 3 or 4, splits, damage and foreign material must be shown.
- (m) For rye containing in excess of 3/10 of 1% ergot, the percent of ergot must be shown.
- (n) The warehouse receipt or supplemental certificate must show whether the commodity was received by rail, truck, or barge.
- (o) If delivery is by rail, a supplemental certificate must be issued showing the freight information.
- (p) If delivery is by rail or barge, grading factors on warehouse receipt must agree with inbound inspection certificates for car.

J. Warehouseman's Receipt for Warehouse Receipts Accompanying Loading Orders

Two copies (2 and 7) of the trust order listing the warehouse receipts accompanying a loading order shall be furnished the warehouseman with each loading order.

Immediately after verification of the warehouse receipts with a copy of the trust order, the warehouseman shall execute the 7th copy of the trust order as a receipt for the warehouse receipts, returning same to the CSS Commodity Office.

K. Loading Order Settlements

Three separate settlements are made on each loading order. They are as follows: (1) quantity and quality settlement; (2) freight tonnage settlement (if any) and (3) warehouse charges settlement. This segregation is made for the purpose of expediting payments to warehousemen.

L. Notifications

The warehouseman shall have fulfilled his obligation to notify CCC as required in the U.G.S.A., only when such notice is received in writing by the Director, CSS Commodity Office.

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SECTION IV

IV. COUNTRY WAREHOUSE OPERATIONS

A. Delivery of Grain by Producer for Storage

Grain may be delivered to country elevators by producers for storage, at which time it is the responsibility of the warehouseman to issue negotiable warehouse receipts meeting the requirements of Section III. I., above in favor of the producers who deposit the grain.

1. Date of Warehouse Receipts:

Normally, the date of the warehouse receipt represents the date grain was received for storage. In those cases where warehouse receipts are not issued when the grain is deposited for storage, but are issued at a later date, it is required that both the date the grain was received and the date of issuance of the warehouse receipt be shown and so identified on warehouse receipts. If CCC becomes the subsequent owner of the warehouse receipt, the date of deposit of the grain is the effective date for computation of storage charges.

B. Acquisition of Grain by CCC

Acquisition is the process by which CCC acquires title and ownership of grain under the purchase agreement and loan price support programs. If the grain is under purchase agreement, a definite time is established for the producer to exercise his option to sell his grain to CCC. If the producer has obtained a loan from CCC and has pledged his grain as security, a definite date is established when he must pay his obligation or forfeit his grain because of non-payment. Much of the grain to be taken over under these two programs will have been stored in warehouses. Some of the grain will have been stored in bins on farms of producers.

1. Grain Stored in Warehouses by Producer and Acquired by CCC

Approximately thirty days prior to the maturity date of loans, the ASC County Office shall contact each producer having loan grain stored in warehouses and advise the producer of his rights in regard to liquidating the loan. If the producer has not liquidated his loan by the maturity date, CCC will take title to the warehouse receipts covering grain and thus acquire title to

IV.B.1.

the grain. In the event the grain is under purchase agreement and the producer wishes to exercise his option, he shall deliver his warehouse receipts to the ASC County Office and obtain settlement for his grain. This action will result in acquisition of purchase agreement grain by CCC, and the ASC County Committee shall transmit the warehouse receipts through the respective ASC State Office to the CSS Commodity Office. Warehouse receipts for loan grain will already be in the possession of CCC as a result of the loan having been made to the producer direct by CCC, or as a result of CCC having purchased the loan from an approved lending agency.

As soon as possible after the maturity date, warehousemen will be advised by the CSS Commodity Office of the identity of warehouse receipts owned and in possession of CCC. This advice will be in the form of a listing to each warehouse, showing all warehouse receipts acquired by CCC which were issued by the respective warehouses. This listing will be on Form PMA 553-4 which is included herein as an exhibit. As additional warehouse receipts are acquired, supplements to the original lists will be furnished. The original as well as supplemental listings will include information such as warehouse code, warehouse receipt number, date of deposit of grain, net bushels received by rail, net bushels received by truck, dockage, and date to which charges have been previously paid.

Upon receipt of these listings, warehousemen should verify the information appearing thereon with their warehouse receipts register to ascertain whether such information corresponds with their record of warehouse receipts issued. If any of the information listed is not in agreement with such records, the CSS Commodity Office should be notified immediately. This is important since the information will be used as the basis for payment of charges and for issuing loading instructions.

2. Provisional Payments

At the time the CSS Commodity Office furnishes the warehouseman with a listing of warehouse receipts representing grain acquired by CCC at program maturity date, (Form 553-4 described above), a provisional payment will be made to the warehouseman in accordance with Section 18 (b) of the U.G.S.A. This payment will be an amount not to exceed the receiving charges plus the first 120 days storage charges at the rates set out in the U.G.S.A. Schedule of Rates. Warehousemen are not required to submit invoices in order to receive these provisional payments. Such payments are not to be considered as settlement for charges on any one lot of grain represented by one or more particular warehouse receipts. The amounts of such provisional payments shall be subsequently deducted or offset from subsequent invoices received from warehousemen covering charges on the grain.

IV.B.3:

3. Semi-Annual Payments

As of June 30 and again as of December 31, the CSS Commodity Office will furnish warehousemen with a list showing the warehouse receipts issued by respective warehousemen, which are owned by CCC and have been received in time to have been recorded prior to such dates. A specimen of this listing is included herein as an exhibit.

Exclusive of warehouse receipts previously surrendered by the CSS Commodity Office on loading orders, warehousemen should invoice CCC for charges due on the grain represented by the listed warehouse receipts. Instructions for preparation of invoices shall be supplied at the time the listings are furnished. The listings will indicate the date to which storage has previously been paid and whether the grain was received by rail or by truck to facilitate the computation of charges.

The foregoing circumstances will govern the amounts due warehousemen at the semi-annual payment dates (June 30 and December 31). The fact that provisional payments have previously been made on the warehouse receipts involved should not be considered by warehousemen in computing charges on their invoices. Invoices should represent all charges due from the date of deposit of the grain, or the due date of the last semi-annual payment, whichever is later, through the current semi-annual payment date. DO NOT HOLD INVOICES FOR PERIODIC PAYMENTS FROM ONE PERIOD TO THE FOLLOWING PERIOD. The CSS Commodity Office will deduct from the submitted invoices a proportionate part of the amounts previously disbursed as provisional payments.

In connection with warehouse receipts which have been surrendered by the CSS Commodity Office on loading orders, similar invoices will be submitted on a loading order basis for charges earned from the date of deposit of the grain, or the last semi-annual payment date, whichever is later, through the storage stop date or date of shipment (whichever is earlier). The amount of such invoices will be offset proportionately against the provisional payment. Care should be exercised not to bill on a loading order for warehouse charges which normally falls in a regular periodic payment for warehouse charges. EXAMPLE: A loading order issued July 15 should only include warehouse charges from July 1 through the earlier of the date of shipment or the stop storage date due to the fact that warehouse charges through June 30 would be on the June 30 periodic payment invoice.

4. Farm-Stored Grain Delivered by Producers

a. Delivery Instructions

IV.B.4.a.

Instructions to producers to deliver farm-stored commodities under loan or purchase agreement shall be issued by the ASC County Committee as soon as possible after maturity date on Form CL-15, "Commodity Delivery Notice", for loan grain, and on Form CP-3, "Delivery Instructions", for purchase agreement grain. These forms will be prepared in the original and four copies by the ASC County Committee. The fourth copy shall be retained in the ASC County Office, the original CL-15 or CP-3 will be forwarded to the producer, and the first, second and third copy to the warehouseman where the commodity is to be delivered. The forms shall be completed by the producer and the warehouseman as indicated on the reverse side of the form.

(1) Loan Grain

(a) Local Storage

The warehouseman shall obtain a representative sample from each lot of the commodity delivered and shall identify such sample with the producer's name and serial number assigned to the farm storage facility. This information shall be reflected on the Form CL-15 applicable to the delivery.

Where the producer and the warehouseman agree as to the grade, quality, (and Protein content, if applicable) of the Commodity delivered, Section II, "Borrower and Warehouseman's Grade Certification", on Form CL-15 shall be completed and signed by both the producer (borrower) and the warehouseman. All grading factors of the commodity must be shown. The warehouseman shall issue a warehouse receipt, or where applicable, a warehouse receipt and supplemental certificate in the name of CCC, and shall then immediately forward the first and second copies of Form CL-15 together with warehouse receipts and, where applicable, supplemental certificates, to the ASC County Committee which issued the delivery notice. When the completed form CL-15 has been verified for accuracy, the ASC County Committee shall certify at the bottom of the form, "Delivery completed subject to final settlement", and shall return the second copy of the form to the warehouseman as notice of transfer of title to CCC. This copy shall be retained by the warehouseman.

When the producer (borrower) and the warehouseman do not agree as to grade, quality, (or protein content when applicable), the quantity delivered shall

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be entered in Section II and Section IV, "Dis-agreement as to Grade or Protein Content and Request for Grade or Protein Determination" shall be completed and signed by both the borrower and the warehouseman. The warehouseman shall immediately forward to the ASC County Committee which issued the delivery instructions the first and second copies of Form CL-15 together with an 8-pound sample of the commodity taken in accordance with the instructions received from the ASC County Committee. Upon receipt, the ASC County Committee shall divide the sample into two equal parts, retain one part so that its identity and condition shall be maintained, and forward one part to a federally authorized or licensed inspector for grading. If this grade determination is acceptable to the producer and the warehouseman, Section I of Form CL-15 shall be completed and the warehouse receipt issued in the name of CCC and forwarded to the ASC County Committee. If the grade established by an authorized inspector is not acceptable to either party, the ASC County Committee, upon the request of the warehouseman, or borrower, or both, shall forward the remaining portion of the sample to a Federal Grain Supervision Office for inspection by a licensed inspector for an appeal grade. The warehouseman and the borrower shall consider the appeal grade final, and Section I of Form CL-15 shall be completed, and the warehouse receipts shall be issued in the name of CCC and forwarded to the ASC County Committee.

(b) Handling Only

In those instances where farm-stored loan grain is delivered for handling only, Form CL-15 shall be issued, executed and distributed, and delivery shall be made in the same manner as for grain accepted for local storage. The warehouseman shall immediately forward the first and second copies of the form to the appropriate ASC County Committee together with related scale tickets in lieu of warehouse receipts, and request a loading order if not already received. Where warehouse receipts are required to be issued for this type of delivery by State law, the warehouseman shall retain such warehouse receipts for cancellation when the commodity is shipped. When the completed Form CL-15 has been verified for accuracy, the ASC County Committee shall certify the Form, "Delivery completed subject to final settlement," as in the case of local storage and shall return the second copy to the warehouseman as notice of transfer of

IV.B.4.a.(1).(b)

title to CCC and as evidence of the warehouseman's liability for the quantity and quality of grain to be shipped. Warehousemen receiving grain for handling only shall not ship such grain without first having received an appropriate loading order from the ASC County Committee. When shipments under each loading order have been completed, the warehouseman shall submit his invoice on Form Fis-393 for handling charges to the CSS Commodity Office accompanied by the second copy of related Forms CL-15.

(2) Purchase Agreement Grain

(a) Local Storage

Where farm-stored purchase agreement grain is delivered and accepted for local storage, the "Producer and Warehouseman's Grade Certification," appearing on the reverse of Form CP-3, "Delivery Instruction," shall be completed and signed by both the producer and the warehouseman. All grading factors of the commodity must be shown. The warehouseman shall issue a warehouse receipt, or when applicable, a warehouse receipt and supplemental certificate in the name of the producer and shall deliver the first and second copies of Form CP-3, together with related warehouse receipts, or warehouse receipts and supplemental certificates, to the producer, who will, in turn, present the documents to the appropriate ASC County Committee. When the completed Form CP-3 has been verified for accuracy, the ASC County Committee shall certify the form, "Delivery Completed Subject to Final Settlement," and shall return the second copy of the form to the warehouseman as notice of transfer of title to CCC. This copy shall be retained by the warehouseman.

(b) Handling Only

Where farm-stored purchase agreement grain is delivered for handling only, Form CP-3 shall be completed and signed by the producer and the warehouseman and delivery shall be made in the same manner as for grain accepted for local storage. The warehouseman shall then forward the first and second copies of Form CP-3, together with related scale tickets, to the ASC County Committee which issued the CP-3, and request a loading order if

not already received. Where warehouse receipts are required to be issued for this type of delivery by State law, the warehouseman shall retain such warehouse receipts for cancellation when the commodity is shipped. When the completed Form CP-3 has been verified for accuracy, the ASC County Committee shall certify the Form, "Delivery completed subject to final settlement," and shall return the second copy of the form to the warehouseman as notice of transfer of title to CCC, and as evidence of the warehouseman's liability for the quantity and quality of grain to be shipped. As in the case of loan grain, warehouseman shall not make shipment of purchase agreement grain received for handling only without first having received an appropriate loading order from ASC County Committee. When shipments under each loading order have been completed, the warehouseman shall submit his invoice for handling charges on Form Fis-393 to the CSS Commodity Office accompanied by the second copy of related Form CP-3.

C. Shipment of Warehouse-Stored Grain

1. Shipping Instructions

Country elevators shall load out CCC-owned grain in accordance with written instructions received from the CSS Commodity Office or in specific instances from the ASC County Office. In no event shall the country elevator load out CCC-owned grain without first receiving written instructions unless so authorized by the CSS Commodity Office and confirmed in writing. These written instructions shall be received on CCC-Form-40, "Shipping Instructions and Loading Order," for grain represented by warehouse receipts. (See attached exhibit.) When received by warehouseman, the "Shipping Instructions and Loading Order," shall contain the following information:

Date

Loading Order Number

Commodity

The quantity and quality of grain to be shipped.

Date when shipment is to be made.

The time after which storage charges shall not be allowed.

(If, for any reason beyond the control of the warehouseman,

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shipment under the loading order cannot be completed prior to the "Stop Storage Date" indicated, warehousemen should immediately notify the CSS Commodity Office by wire or telephone, if necessary.)

Settlement basis will be designated in appropriate block on Loading Order.

Consignee and destination.

Permit number, if any, rate, route of shipment.

Transit tonnage special instructions

Special instructions on the reverse of the Form for its preparation.

Special notices attached to the Form stressing items of importance.

Form PMA 552, "Trust Order," copies No. 2 and 7, shall be attached to the loading order. A specimen copy of Form PMA 552 is included as an exhibit. This Form shall identify or list the warehouse receipts representing the grain to be shipped. The total quantity of grain shown on the Form PMA-552 shall agree with the total indicated on the loading order. Load out or delivery shall be made in accordance with the warehouse receipts attached to the loading order. Copy No. 7 of Form PMA-552 shall be signed and returned to the CSS Commodity Office by the warehouseman as a receipt for the warehouse receipts forwarded with the loading order. If for any reason the terms of the loading order are not acceptable, the warehouseman should immediately notify the CSS Commodity Office in writing prior to shipment. Shipment under a loading order shall constitute acceptance of the terms of the loading order.

Appropriate warehouse receipts shall accompany the loading order. The warehouse receipts shall be cancelled by warehousemen at the time of shipment of the grain. Warehousemen must not ship any stored grain unless warehouse receipts have been received and appropriately endorsed by CCC. If a portion of the loading order, such as a less-than-car lot, cannot be shipped, warehousemen shall return to the CSS Commodity Office a balance warehouse receipt for the unshipped portion, or return identical warehouse receipts in an equal amount as requested by the CSS Commodity Office.

In addition to the above mentioned forms and warehouse receipts, warehousemen shall receive with the Trust Order and the Loading Order, an original and one copy of CCC Form 640, "Invoice of Warehouse Charges," which shall be used by warehousemen to bill

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the CSS Commodity Office for loading charges and for storage accrued from the past periodic payment date to the date of shipment. This form shall reflect all data for billing charges.

2. Bills of Lading

When shipment is made, the warehousemen shall prepare bills of lading for signature of the carrier's representative in a sufficient number of copies so that an original and two copies shall be forwarded to the CSS Commodity Office on the date of shipment. Bills of lading must be executed to reflect the information previously stated herein. Warehousemen shall complete CCC Form 41, "Letter of Transmittal for Bills of Lading and Notice of Shipment," in an original and four copies, and furnish the original and two copies thereof to the CSS Commodity Office, forward one copy to receiving warehouseman, and retain one copy for their files.

D. CCC-Owned Commodities at CCC Storage Facilities

The ASC County Committee shall be responsible for the supervision of CCC-owned commodities stored in CCC-owned bins or other County bin site structures or in leased storage facilities within the county which are leased by the ASC State or County Committee for storage of CCC-owned commodities. Further responsibility of the ASC County Committee shall include supervision of receipts and withdrawals of commodities, maintenance of records and submission of the required reports. A bin site supervisor shall be appointed by the ASC County Committee. Such supervisor may be one of its members or or some other appointed person. The presence of the bin site supervisor is required when CCC-owned grain is moved into or out of CCC-owned bin sites. He must supervise the weighing and sampling of grain received or withdrawn.

Inasmuch as the U.S.A. schedule of rates does not provide for services performed by the warehouseman in connection with delivery to, unloading or loading at a bin site, and transportation from a bin site to a warehouse, negotiated rates and charges must be mutually decided on for such services by the warehouseman and ASC County Committee. Invoices for such services should be presented to the ASC County Committee.

E. Bin and Bin Site Movements

1. In the event commodities are moved from a bin site to a warehouse or warehouse to a bin site, a sample shall be obtained from each load at the time the commodity is withdrawn or received at the bin site. In order to be representative, such samples of the commodity received or withdrawn shall be commingled and be adequate so that the ASC County Committee shall have one 4-pound sample available for grade determination by a licensed inspector and one 4-pound sample to be retained by the ASC County Committee for use in the event of an appeal of grade determination by any party concerned.

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2. The CSS Commodity Office shall authorize movement of grain from a CCC-owned bin site to a warehouse. Grain moved from a warehouse to a bin site shall be accomplished on a loading order issued by the CSS Commodity Office. If the grain is to be delivered from a bin site to a warehouse for immediate shipment, CSS Commodity Office shall issue the equivalent of a farm stored loading order. One copy of this document shall be forwarded to the ASC County Committee. The ASC County Committee shall immediately issue a Form CCC-102, "Delivery Order - Warehouse," (see attached exhibit) which shall authorize the bin site supervisor to deliver a specified amount of grain to the warehouse for shipment. Three copies of form CCC-102 shall be forwarded to the warehouseman after the grain has been delivered and samples taken have been graded as outlined in preceding paragraphs. The warehouseman and the ASC County Committee shall complete and sign Section II of Form CCC-102. This signature of the ASC County Committee on CCC-Form-102 is equivalent to the certification on a CL-15 and CP-3.

Form Fis-393 shall be used by the warehouseman to bill CCC for handling charges on such grain. Signed copies of Form CCC-102 shall be attached to Form Fis-393.

3. If the receiving warehouse is the storage point for the grain delivered from a bin site, the ASC County Committee shall issue Form CCC-102 and forward three copies to the warehouseman. Samples shall be taken of the grain delivered, grades determined and Section II of Form CCC-102 completed and signed as for immediate shipment grain. Regular warehouse receipts issued and one signed copy of Form CCC-102 shall be forwarded to the ASC County Committee for transmittal to the CSS Commodity Office through the ASC State Office. U.G.S.A. shall be paid by the CSS Commodity Office for charges for receiving and loading out of grain at the warehouse.
4. The CSS Commodity Office shall issue a loading order with warehouse receipts attached where warehouse-stored grain is to be delivered to a bin site from a warehouse. A copy of the loading order shall be delivered to the ASC County Committee. The ASC County Committee shall issue Form CCC-102, forwarding three copies to the warehouseman. When delivery is made, samples shall be taken, grades and grading factors determined, and Section II of Form CCC-102 completed and signed. Form CCC-41 shall be prepared by the warehouseman, listing Form CCC-102 by serial number in the column headed, "Car Initial and Number," and show delivery date and weight. Form CCC-41, in an original and one copy, with related Forms CCC-102 attached, shall be transmitted by the warehouseman to the CSS Commodity Office on Form Fis-393 for charges payable under Schedule of Rates of U.G.S.A. Any other charges shall be paid by the ASC County Office.

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F. Weights and Grades

1. If official grades are not available at the shipping point, such official grades shall be determined at destination or at an intermediate inspection point shown on the shipping order furnished the warehouseman which, unless otherwise agreed, shall be the customary location on the route of shipment, of an inspector licensed under the U. S. Grain Standard Act.
2. The Uniform Grain Storage Agreement contemplates that country warehousemen be entitled to official weights on grain loaded out and that such weights should be determined within a reasonable distance of the warehouse location. If at the discretion of CCC a shipment is ordered forwarded to a destination beyond such reasonable distance from the warehouse location, or if the final destination is to a point where weights are not official, the shipment, unless otherwise agreed to by the warehouseman and CCC, shall be direct transferred in order to obtain official weights either at the official weight point named on the loading order or at an appropriate official weight point intermediate between the point of origin and the final destination.

G. Settlement for Load Out

1. Commingled Grain (Storage and Handling - Handling only)

a. Basis of settlement

(1) Pricing of grain

(a) Surrenders and Deliveries (Except Over and Under-Deliveries)

The value of the grain ordered shipped on the loading order shall be determined on the basis of current cash prices in the applicable terminal market as of the date the last car is accepted by the carrier on the applicable loading order. This date shall be established as of the date the last car on the applicable loading order is accepted by the carrier. In the event a car has been "slip billed," the warehouseman shall verify that the date shown by the railroad stamp is the actual date of shipment.

(b) Quantity Under-Delivered

Except in case of conversion where settlement shall be made on such legally applicable basis as CCC may demand, the value of grain under-delivered on the loading order shall be determined on the basis of cash prices current in the applicable terminal

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market as of the date the final shipment under the applicable loading order is accepted by carrier.

(c) Quantity Over-Delivered

The value of the grain over-delivered shall be determined on the basis of the cash prices current in the applicable terminal market as of the date of the final shipment under the applicable loading order was accepted by the carrier.

(2) Quality Premiums and Discounts

Net premiums or discounts shall be determined for each loading order. The country elevator will be charged quality discounts (value of under-delivery of quality on loading order) except that any quality premiums (value of over-delivery of quality on loading order) shall be offset against discounts applicable to the same kind of grain. Premium and discount records will be maintained by the CSS Commodity Office as long as warehouseman is operating under U.G.S.A. Under no condition will CCC pay for premiums except by offset against quality discounts on the same kind of grain delivered by the warehouseman. Protein tolerances will be handled in accordance with Section 11(f).

(3) Quantity Tolerance

If official weights are not available at the shipping warehouse, CCC will allow the warehouseman a tolerance of 1/8 of 1 percent on the gross loading weight of specific short weight cars where the official car condition report shows evidence of loss enroute.

(4) Sample Grade Deliveries

If sample grade grain delivered is rejected and sold by CSS Commodity Office, the discount for such sample grade grain will be the difference between the proceeds of the sale and the value of the grain ordered shipped based upon cash prices current in the applicable terminal market as of the date final shipment under loading order is accepted by the carrier.

(5) Grain Rejected by CCC

- (a) The CSS Commodity Office may reject the grain not meeting the applicable load out requirements, and shall sell rejected grain for the account of the warehouseman unless the warehouseman has tendered

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payment for the grain that should have been delivered or has requested that the rejected grain be released to him or his agent or authorized representative for purpose of sale, proceeds realized therefrom being applied to the loading order.

- (b) In the case of rejected grain which is not replaced, the warehouseman shall pay Commodity the value of the grain which should have been delivered in cash except to the extent that such value is offset by the value of the over-deliveries in quality on the same kind of grain.
- (c) The warehouse shall be charged for freight and other expenses on rejected grain including brokerage fee when applicable.
- (d) The warehouseman shall be given credit for the net proceeds of sales made by CCC in settlement of the applicable loading order.

2. Identity-Preserved Grain (Storage and Handling - Handling Only)

The liability of the warehouseman and the basis of settlement for identity-preserved grain are prescribed in Section 13 (d) of the U.G.S.A.

H. Payment of Charges

The CSS Commodity Office shall make every effort to pay all invoices covering warehouse charges within twenty days after receipt of the invoice in the CSS Commodity Office. If payment of the invoice is not made, or if the invoice is not returned for correction within such twenty days, an advance of not less than 75 percent of the amount of the invoice can be made upon request by the warehouseman, except that no advance shall be made on invoices for charges in connection with grain stored under the U.G.S.A. until the amount of any provisional payment to the warehouseman has been fully offset. If such advance proves to be in excess of the amount due, the warehouseman shall repay the excess amount to the CSS Commodity Office.

I. SPECIAL NOTE

Warehousemen must never ship grain without an appropriate loading order.

HANDBOOK FOR WAREHOUSEMEN
OPERATING UNDER THE
UNIFORM GRAIN STORAGE AGREEMENT

SECTION V

V. **TERMINAL WAREHOUSE OPERATIONS**

A. Receipt of Loan or Purchase Agreement Grain for Storage

1. Issuance of Negotiable Warehouse Receipts

Upon receipt of loan or purchase agreement grain for storage, the warehouseman shall issue a warehouse receipt and supplemental certificate (if a supplemental certificate is required) in form approved by the CSS Commodity Office, in favor of the producer-depositor of the grain. Specimens of acceptable warehouse receipts and supplemental certificates are included herein as exhibits. The date grain was deposited in the warehouse for storage must be shown on the warehouse receipt. CCC assumes the obligation for warehouse charges when it takes title to the grain. Where uncertainty exists regarding interpretations of Commodity Bulletins in this regard warehousemen should communicate with the ASC County Committee, ASC State Committee, or the Dallas CSS Commodity Office. If CCC becomes the subsequent owner of the warehouse receipt, the date of the deposit of the grain is the effective date for computation of storage charges, provided such date is not earlier than the beginning date specified in the applicable commodity bulletin.

The grades and grading factors of the grain entered on the warehouse receipts and supplemental certificates shall be exactly those grades and grading factors set forth on the applicable official inspection certificate issued by an inspector licensed under the United States Grain Standards Act in accordance with the Official Grain Standards of the United States, and protein content, where requested, shall be established by a recognized protein laboratory. The official inspection certificates shall be submitted to the CSS Commodity Office for examination when requested. The weights of the grain entered on the warehouse receipts and supplemental certificates shall be those established by a weighmaster whose weight certificates are recognized by common carriers as official in the settlement of claims for losses in transit and which otherwise meet the requirements of section 19 (f) of the U.G.S.A. It is essential that applicable supplemental certificates be issued for each shipment of grain received by rail. The form and content of such supplemental certificates shall be in accordance with the specimen copy included herein as an exhibit.

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2. Damage to Stored Grain

The responsibilities of warehousemen in connection with damage to grain stored in their warehouses are stipulated in Section 10, and other applicable sections, of the U.G.S.A.

B. Deposit of CCC-owned Grain

Most grain owned by Commodity Credit Corporation is reconcentrated in terminal warehouses. When the grain is received and accepted for storage, the warehouseman shall obtain official weight and grade certificates in the name of Commodity Credit Corporation, in accordance with the manner indicated in Section III,I hereof. Warehousemen are required to submit to the CSS Commodity Office the original and one copy of Forms CCC 228, "Inventory Acquisitions," (a specimen of which is included herein as an exhibit), for each day's receipts, supported by related warehouse receipts, and the original and two copies of weight and inspection certificates. Supplemental certificates should follow these documents at the earliest practical date. Warehousemen should cite the applicable loading order number in the "Shipped From" column of Form CCC-228 and on weight and inspection certificates.

C. Take-Over by Commodity Credit Corporation of Loan and Purchase Agreement Grain

1. Warehouse-Stored Grain

As soon as possible after the maturity date of the loans, the CSS Commodity Office will furnish each warehouseman with a listing of the warehouse receipts acquired by Commodity Credit Corporation. This listing will be on Form 553-4, "Inventory Record," a specimen of which is included herein as an exhibit. Warehousemen will verify the accuracy of the listings and immediately advise the CSS Commodity Office of any necessary corrections.

2. Farm-Stored Grain

a. Delivery Instructions

Instructions to producers to deliver farm-stored commodities under loan or purchase agreement shall be issued by the ASC County Committee as soon as possible after maturity date on Form CI-15, "Commodity Delivery Notice," for loan grain, and on Form CP-3, "Delivery Instructions," for purchase agreement grain. These forms will be prepared in the original and four copies by the ASC County Committee. The fourth copy shall be retained in the ASC County Office, the original CI-15 or CP-3 will be forwarded to the producer, and the first, second and third copy to the warehouseman where the commodity is to be delivered. The forms shall be completed by the producer

and the warehouseman as indicated on the reverse side of the form.

(1) Loan Grain

(a) Local Storage

In cases where farm-stored loan grain is delivered and accepted for local storage, section II, "Borrower and Warehousemen's Grade Certificate" of Form CL-15 shall be completed and signed by both the producer (borrower) and the warehouseman. All grading factors of the commodity must be shown. The warehouseman shall issue a warehouse receipt or where applicable a warehouse receipt and supplemental certificate in the name of CCC and shall then immediately forward first and second copies of Form CL-15 together with warehouse receipts and where applicable supplemental certificates to the ASC County Committee which issued the delivery notice. When the completed Form CL-15 has been verified for accuracy the ASC County Committee will certify at the bottom of the form "Delivery Completed subject to final settlement" and will return the second copy of the form to the warehouseman as notice of transfer of title to CCC. The warehouseman will retain this copy.

(b) Handling Only

Where farm-stored purchase agreement grain is delivered for handling only, Form CP-3 shall be completed and signed by the producer and the warehouseman and delivery shall be made in the same manner as for grain accepted for local storage. The warehouseman shall then forward the first and second copies of Form CP-3, together with related scale tickets, to the ASC County Committee which issued the CP-3, and request a loading order if not already received. Where warehouse receipts are required to be issued for this type of delivery by State law, the warehouseman shall retain such warehouse receipts for cancellation when the commodity is shipped. When the completed Form CP-3 has been verified for accuracy, the ASC County Committee shall certify the Form, "Delivery Completed Subject to Final Settlement," and shall return the second copy of the form to the warehouseman as notice of transfer of title to CCC, and as evidence of the warehouseman's liability for the quantity and quality of grain to be shipped. As in the case of loan grain, warehouseman shall not make shipment of purchase agreement

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grain received for handling only without first having received an appropriate loading order from ASC County Committee. When shipments under each loading order have been completed, the warehouseman shall submit his invoice for handling charges on Form Fis-393 to the CSS Commodity Office accompanied by the second copy of related Form CP-3.

(2) Purchase Agreement Grain

(a) Local Storage

Where farm-stored purchase agreement grain is delivered and accepted for local storage, the "Producer and Warehouseman's Grade Certification," appearing on the reverse of Form CP-3, "Delivery Instruction," shall be completed and signed by both the producer and the warehouseman. All grading factors of the commodity must be shown. The warehouseman shall issue a warehouse receipt, or when applicable, a warehouse receipt and supplemental certificate in the name of the producer and shall deliver the first and second copies of Form CP-3, together with related warehouse receipts, or warehouse receipts and supplemental certificates, to the producer who will, in turn, present the documents to the appropriate ASC County Committee. When the completed Form CP-3 has been verified for accuracy, the ASC County Committee shall certify the form, "Delivery Completed Subject to Final Settlement," and shall return the second copy of the form to the warehouseman as notice of transfer of title to CCC. This copy shall be retained by the warehouseman.

(b) Handling Only

Where farm-stored purchase agreement grain is delivered for handling only, Form CP-3 shall be completed and signed by the producer and the warehouseman and delivery shall be made in the same manner as for grain accepted for local storage. The warehouseman shall then forward the first and second copies of Form CP-3, together with related scale tickets, to the ASC County Committee which issued the CP-3, and request a loading order if not already received. Where warehouse receipts are required to be issued for this type of delivery by State law, the warehouseman shall retain such warehouse receipts for cancellation when the commodity is shipped. When the completed Form CP-3

V.C.2.a.(2) (b)

has been verified for accuracy, the ASC County Committee shall certify the Form, "Delivery Completed Subject to Final Settlement," and shall return the second copy of the form to the warehouseman as notice of transfer of title to CCC, and as evidence of the warehouseman's liability for the quantity and quality of grain to be shipped. As in the case of loan grain, warehouseman shall not make shipment of purchase agreement grain received for handling only without first having received an appropriate loading order from ASC County Committee. When shipments under each loading order have been completed, the warehouseman shall submit his invoice for handling charges on Form Fis-393 to the CSS Commodity Office accompanied by the second copy of related Form CP-3.

D. Reports and Notifications to CCC

1. Reports

In connection with the acquisition of grain for the account of CCC, terminal warehousemen shall submit daily to the CSS Commodity Office an original and one copy of Forms CCC-228, "Inventory Acquisitions" supported by related warehouse receipts, and the original and two copies of weight and inspection certificates. An original and one copy of Form CCC 229, "Inventory Reductions," should be forwarded to the CSS Commodity Office daily as inventory is reduced, supported by original and two copies of the bill of lading, and original and two copies of the weight and inspection certificates, as well as executed CCC Forms 41 "Letter of Transmittal for Bills of Lading and Notice of Shipment," two copies of which are forwarded to the CSS Commodity Office, and the third copy forwarded to the receiving elevator. A specimen copy of CCC Form 41 is included herein as an exhibit. The loading order number should appear on the bills of lading, weight and inspection certificates and Forms 228 and 229.

E. Loading Out

1. Authority

Terminal warehouses shall load out the grain in accordance with written instructions in the form of loading orders received from the CSS Commodity Office. Separately identified loading orders will be issued for stored grain and for grain received for handling only.

2. Load-Out Requirements

a. Commingled Grain

The CSS Commodity Office will issue loading orders to the warehouseman covering specific instructions relative to the load out of grain. The warehouseman will receive, with the loading instructions, the second copy of Form PMA 552, "Trust Order," first and second copies of CCC Form 640, "Invoice for Warehouse Charges," and the related warehouse receipts. Form 640 will list warehouse receipts surrendered and will be used by warehousemen to bill the CSS Commodity Office for loading charges, and for storage accrued from the date of the last periodic payment through the date of shipment or the stop storage date whichever is earlier. In connection with grain received for handling only, when shipments under each loading order have been completed, the warehouseman shall submit his invoice on Form Fis-393 (a specimen copy is included herein as an exhibit) for handling charges to the CSS Commodity Office accompanied by the second copy of Forms CL-15 or Forms CP-3, whichever is applicable. These are the copies of the forms which will have been previously certified by the ASC County Committee and returned to the warehouseman. Warehousemen shall load out grain in accordance with specific instructions contained in the loading order.

b. Identity-Preserved Grain

The CSS Commodity Office will issue a loading order to the warehouseman covering general instructions relative to the load out of identity-preserved grain. The warehouseman will receive, in addition to the loading order, the following documents:

- (1) Copy No. 2 of the Trust Order (Form PMA-552)
- (2) Warehouse Receipts
- (3) CCC Form 640 (First and second copies) - "Invoice for Warehouse Charges"

The warehouseman shall load out the identical grain received as represented by the warehouse receipts surrendered on the Trust Order.

3. Rejection of Delivered Cars

The CSS Commodity Offices' right of rejecting cars of delivered grain which falls below the numerical grade is stated in Section 11, "Load Out Requirements" of the U.G.S.A. modified 3/31/54.

F. Settlement for Load-Out

1. General

a. Pricing Grain

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Cash prices current in the applicable terminal market for appropriate quality of grain, as of the date of inspection of the final shipment under the applicable order to load out shall be used as the basis for settlement.

b. Premiums and Discounts

Premiums and discounts are computed in accordance with the U.G.S.A. Such premiums or discounts will not be carried forward from one loading order to another.

c. Protein Tolerance

If protein analysis is required and shipment of a specified protein content is called for on the loading order, a tolerance of 3/10 of one percent from that determined by an official protein laboratory or a laboratory approved by CCC may be allowed.

2. Basis for Settlement

a. Loading Orders Calling for Uniform Grade and Quality

- (1) All shipments accepted shall be weighted to determine the average quality of grain delivered.
- (2) If the average quality called for on the loading order has been met and no car accepted falls below the numerical grade called for on the loading order, such total delivery shall be accepted without settlement for quality differences.
- (3) If the weighted average quality for any factor is not met by the total delivery on the loading order, settlement shall be made on each car not meeting the numerical grade or any of the weighted average factors for the difference between the quality of the grain delivered and the weighted average quality of grain called for on the loading order.
- (4) If the weighted average quality of all factors is met by the total delivery on the loading order, but one or more cars accepted fall(s) below the numerical grade called for on the loading order, settlement shall be made on each such car for the difference between the quality of the grain delivered and the weighted average quality of the grain called for on the loading order.
- (5) Overdeliveries in quantity shall be settled for on the basis of the quality of the last grain delivered, except in the case of conversion.

V.F.2.a.(6)

- (6) Underdeliveries in quantity shall be settled for on the basis of the weighted average quality called for on the loading order.

b. Loading Orders Not Called for Uniform Grade and Quality

If the warehouseman notifies the CSS Commodity Office that he cannot load out the uniform grade and quality called for by a loading order, and an understanding is not reached with respect to loading out a uniform grade and quality, or if the loading order does not call for a uniform grade and quality, the following will be applicable:

- (1) A weighted average quality for each numerical grade called for on warehouse receipts surrendered shall be determined.
- (2) The warehouseman shall indicate the numerical grade to which each car delivered shall be applied.
- (3) If the weighted average quality for a numerical grade is met by the total deliveries applied to that grade and if no cars applied and accepted fall below such grade, the total delivery against such grade shall be accepted without settlement for quality difference.
- (4) If the weighted average quality for a numerical grade is met by the total deliveries applied to that grade, but one or more cars applied and accepted fall(s) below such grade, settlement shall be made on each such car for the differences between the quality of the grain delivered and the weighted average quality of such numerical grade.
- (5) If the weighted average quality for any numerical grade is not met by grain applied to such numerical grade and accepted, settlement shall be made on each car not meeting the weighted average quality of the numerical grade for the difference between the quality of the grain delivered and the weighted average quality of such numerical grade.
- (6) Overdeliveries in quantity shall be settled for on the basis of the quality of the last grain delivered.
- (7) Underdeliveries in quantity shall be settled for on the basis of the weighted average quality for the numerical grade ordered shipped.

c. Loading Orders Covering Grain Stored Identity-Preserved

- (1) Responsibility of the Warehouseman

V.F.2.c.(1)

- (a) The warehouseman is liable for failure to deliver the gross quantity of the identical grain received except that the warehouseman shall not be liable for natural shrinkage if such grain was stored in sealed bins under the supervision of a disinterested custodian.
- (b) The warehouseman shall be liable for deficiencies in quantity only in the event such deficiencies result from his failure to use due care or to provide appropriate warehousing services.

(2) Basis of Settlement

Except in the case of conversion where settlement shall be made on such legally applicable basis as CCC may demand, settlement shall be based on cash prices current in the applicable terminal market as of the date of inspection of the final shipment under the applicable loading order. If identity-preserved grain is commingled with other grain or if the identical grain received by the warehouseman is not delivered when requested by the CSS Commodity Office, settlement shall be made on a commingled basis.

d. Payment of Charges

(1) Policy

The CSS Commodity Office will make every effort to pay all invoices within 20 calendar days of receipt by such office.

If payment is not made or the invoice is not returned for correction within such 20 days, an advance of not less than 90 percent of the amount of the invoice will be made to the warehouseman upon request. If such advance proves to be in excess of the amount due, the warehouseman shall repay the excess amounts to CCC.

(2) General

Storage and other charges, covered by the Schedule of Rates to the U.G.S.A. shall be invoiced on the basis of rates in effect at the time such charges are performed. The storage period shall include the date of receipt and the date of shipment. Storage charges will not be allowed after the date specified in the loading order, unless delay in shipment is the result of circumstances beyond control of the warehouseman. Where such circumstances prevail, the warehouseman must support his invoice with

an acceptable written statement of causes, together with any substantiating evidence such as car orders, letters, and statements from other parties. If circumstances warrant extension of stop storage date CCC will notify warehouseman and additional storage will be allowed.

(3) Period and Services to be Covered by Invoice

As of June 30, September 30, and December 31, the warehouseman may invoice for all charges earned and unpaid on CCC-owned grain represented by warehouse receipts in the possession of the CSS Commodity Office for which the warehouseman has not received a loading order. In order that the warehouseman will be informed of the identity of warehouse receipts in possession of the CSS Commodity Office, listings on Form CCC 640 will be prepared as of June 30, September 30, and December 31, and will be forwarded to the warehouseman. Warehouseman should compute charges due on the Form CCC-640, and submit the certified original and one copy thereof as an invoice to the CSS Commodity Office. A specimen copy of the Form CCC 640 is included herein as an exhibit. The copy of the form will be returned to the warehouseman with the applicable payment. It is important that the warehouseman compute the charges due on the Form CCC-640 promptly in order that periodic payments may be processed currently.
DO NOT HOLD INVOICES FOR PERIODIC PAYMENTS FROM ONE PERIOD TO THE FOLLOWING PERIOD.

(4) Payment of Final Charges

Upon termination of the period for which the Schedule of Rates is applicable for any lot of grain (i.e., when grain is loaded out, lost, damaged, or sold or transferred in storage), CCC shall pay all charges due and unpaid thereon. Warehousemen will receive, with the Loading Order and Trust Order, the original and one copy of Form 640, "Invoice for Warehouse Charges," for use in billing CCC.

(5) Charges not Covered by U.G.S.A.

Payment of charges for services performed by the warehouseman which are not covered by U.G.S.A. will be made only pursuant to prior written agreement between the warehouseman and the CSS Commodity Office. A copy of such written agreement must support the invoice for the charges. These invoices should be prepared by the warehouseman and should not be inserted on the CCC Form 640.

V.F.2.d.(6)

(6) Charges Covered by U.G.S.A. - Not Covered by the
Schedule of Rates

Usual charges for services required in connection with loading out of grain or the transfer of grain enroute for the account of CCC including cooperating charges, weighing and inspection fees, car liners, protein laboratory fees, and sampling fees shall be paid by the CSS Commodity Office upon receipt of an invoice. To facilitate payment, the charges for cooperating and car liners should be on one invoice and the charges for protein and inspection fees, and sampling fees should be on another invoice. None of these charges should be inserted on the CCC Form 640.

HANDBOOK FOR WAREHOUSEMEN
OPERATING UNDER THE
UNIFORM GRAIN STORAGE AGREEMENT

SECTION VI

VI. STORAGE AGREEMENT INTERPRETATIONS

From time to time, the Washington Office issues interpretations to various agreements for the benefit of the CSS Commodity Offices and warehousemen operating under the agreements.

As interpretations are received, the Commodity Office will make distribution to each warehouseman approved under the agreement.

SCHEDULE OF RATES
1954 SUPPLEMENT TO UNIFORM GRAIN STORAGE AGREEMENT NO. _____
ALL GRAIN TO BE FULLY INSURED AT WAREHOUSEMAN'S EXPENSE
(All Charges on Bushel Basis)

Subject to the provisions of section 21 of the Uniform Grain Storage Agreement, this supplement shall become effective as of the 1954 renewal date of the above-numbered agreement and supersedes all previous SCHEDULES of RATES as of such date and shall continue in effect thereafter until superseded.

COMMODITY	AREAS	GRAIN RECEIVED BY TRUCK			GRAIN RECEIVED BY RAIL OR WATER		
		RECEIVING, INSURING, CONDITIONING AND STORING FOR 1ST 10 DAYS (CENTS) (3)	STORING, INSURING, CONDITIONING, AND ALL OTHER CHARGES AFTER 1ST 10 DAYS FOR REMAINDER OF THE ANNUAL PERIOD AND EACH SUCCEEDING ANNUAL PERIOD (IN CENTS PER OIEM) (4)	LOADING OUT (CENTS) (5)	RECEIVING CHARGES (CENTS) (6)	STORING, INSURING, CONDITIONING, AND ALL OTHER CHARGES FOR EACH ANNUAL PERIOD (IN CENTS PER OIEM) (7)	LOADING OUT (CENTS) (8)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Oats	All	3	240 days @ 1/30—balance annual period 1/40	1/2	1½	First 240 days @ 1/30—Next 125 days @ 1/40	3/4
Corn							
Commingled	All	4	210 days @ 1/20—balance annual period 1/30	1/2	1½	First 210 days @ 1/20—Next 155 days @ 1/30	3/4
Identity Preserved	All	4	1/25 Per Diem	1/2	1½	1/25 Per Diem	3/4
Barley							
Commingled	All	5	210 days @ 1/20—balance annual period 1/30	1/2	1½	First 210 days @ 1/20—Next 155 days @ 1/30	3/4
Identity Preserved	All	5	1/25 Per Diem	1/2	1½	1/25 Per Diem	3/4
Flax							
Commingled	All	6½	270 days @ 1/20—balance annual period 1/30	3/4	2	First 270 days @ 1/20—Next 95 days @ 1/30	3/4
Identity Preserved	All	6½	1/23 Per Diem	3/4	2	1/23 Per Diem	3/4
Wheat and All Other Grain	I	6	150 days @ 1/20—balance annual period 1/30	1/2	1½	First 150 days @ 1/20—Next 215 days @ 1/30	3/4
	II	6	180 days @ 1/20—balance annual period 1/30	1/2	1½	First 180 days @ 1/20—Next 185 days @ 1/30	3/4
	III	6½	210 days @ 1/20—balance annual period 1/30	1/2	1½	First 210 days @ 1/20—Next 155 days @ 1/30	3/4
	IV	7½	240 days @ 1/20—balance annual period 1/30	1/2	1½	First 240 days @ 1/20—Next 125 days @ 1/30	3/4
	V	7½	260 days @ 1/20—balance annual period 1/30	1/2	1½	First 260 days @ 1/20—Next 105 days @ 1/30	3/4

Listed Below Are the States Included in Each Area Referenced in Column (2):

AREA I: Arizona, California, Idaho, Nevada, Oregon, Utah, Washington.

AREA II: Minnesota, Montana, North Dakota, South Dakota (Also Superior, Wisconsin).

AREA III: Colorado, Illinois, Iowa, Kansas, Missouri, Nebraska, Wyoming, Wisconsin (Except Superior).

AREA IV: Arkansas, Connecticut, Delaware, Indiana, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New Mexico, New York, Ohio, Oklahoma, Pennsylvania, Rhode Island, Texas, Vermont, Virginia, West Virginia.

AREA V: Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, Tennessee.

NOTE: Charges on flax shall be computed on a gross bushel basis.

In accordance with section 18(b) of the above-numbered agreement, in those cases where prepayment of charges has not been made by the producer the amount of the provisional payment with respect to each kind of grain owned by Commodity shall be an amount not to exceed the receiving charge plus the first 120 days storage charges at the rates set out above. In the event prepayment of storage charges has been made by the producer, the amount of the provisional payment shall not exceed the amount of receiving charges indicated above.

The annual periods referenced in columns (4) and (7) of the above schedule are the periods beginning on the date the grain was deposited in the warehouse, or became subject to the terms of the agreement in store, and on each anniversary of such date that the grain remains in store. In the case of grain in store on the effective date of the above schedule of rates (1954 renewal date of the agreement), the rates set out in the above schedule shall apply, as of such effective date, beginning at the point in the rate structure which would have been reached during the current annual period if the above schedule had been in effect from the date of deposit of the grain.

THE FOLLOWING ADDITIONAL RATES SHALL APPLY:

1. A service charge, in the amount of the applicable receiving charge column (6) on grain received by rail or water and in the amount of 1/2 of the applicable receiving charge column (3) on grain received by truck, shall accrue as of each anniversary of the date of deposit falling after the 1954 renewal date (May 31 or June 30), and shall be payable with other charges in accordance with section 18 of the agreement.

2. Direct transfer 2¼ cents per bushel.

3. Customary port authority or mandatory charges where grain is received at port location.

ACCEPTED:

COMMODITY CREDIT CORPORATION

(DATE)

By _____

(WAREHOUSEMAN)

(TITLE)

By _____

Sign both the statement and endorsement.

STATEMENT OF OWNERSHIP AND
ENCUMBRANCES

The undersigned hereby certifies on the date stated that he is the owner, or authorized agent of the owner, of the grain covered by this receipt and that, other than the warehouseman's lien evidenced on the face of this receipt and the following, there are no liens, mortgages, or other encumbrances on said grain.

Date.....19.....

(Signed).....

ENDORSEMENTS

LICENSE NO.

846

C. C. C. CODE

NO. 2075

LICENSED AND BONDED UNDER THE OKLAHOMA STATE BONDED WAREHOUSE ACT

STATE OF

OKLAHOMA

BONDED WAREHOUSE RECEIPT NO. 005710

NEGOTIABLE RECEIPT

DATE June 12, 1950

Nº

492

RECEIVED FOR
STORAGE FROM Commodity Credit CorporationDEALER'S NAME AND LOCATION
FOR
STORAGE AT EMID, OKLAHOMAORIGIN Waukomis, Oklahoma
OF GRAIN(Written Bushels) Fourteen Hundred Ninety-five and 17/100

Bushels

THE PRODUCTS DESCRIBED HEREIN ARE FULLY COVERED BY INSURANCE AGAINST LOSS BY FIRE, LIGHTNING, EXPLOSION, WINDSTORM, CYCLONE AND TORNADO. UPON THE SURRENDER OF THIS RECEIPT AND THE PAYMENT OF ALL CHARGES AGAINST SAID PRODUCTS, THE PRODUCT DESCRIBED HEREIN, FOR IF FUNGIBLE, A LIKE AMOUNT AND GRADE, WILL BE DELIVERED TO THE DEPOSITOR, OR HIS ORDER. THIS RECEIPT IS ISSUED SUBJECT TO THE PROVISIONS OF TITLE 81, SECTIONS 91 TO 97, INCLUSIVE, OKLAHOMA STATUTES 1941, AND THE RULES AND REGULATIONS PRESCRIBED BY THE STATE WAREHOUSE COMMISSIONER AND THE STATE BOARD OF AGRICULTURE THEREUNDER; AND IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ALL THE ABOVE ACTS AND RULES AND REGULATIONS ARE MADE A PART OF THIS CONTRACT AS THOUGH FULLY COPIED HEREIN. THE UNDERSIGNED WAREHOUSEMAN IS NOT THE OWNER OF THE GRAIN COVERED BY THIS RECEIPT, EITHER SOLELY, JOINTLY OR IN COMMON WITH OTHERS. CHARGES, DISCOUNTS, AND SHRIMPAGE ARE SUBJECT TO THE TARIFFS POSTED IN THE OFFICE OF THE ABOVE WAREHOUSEMAN.

ADVANCES:

STORAGE CHARGES PAID TO

Date

Warehouseman

DEALER'S NAME AND LOCATION

By

John D. Lee
John D. SmithRECEIVED BY TRUCK
OR WAGON ☐ YES ☒ NOCAR NO. MLM 713611KIND WheatNET WEIGHT 99.710BU. 1495.17GRADE #2 HTTEST 58.0MOISTURE 13.0PROTEIN 12.10

DOCKAGE

CONDITION

OTHER
FACTORS

ENTER ENDORSEMENTS ON BACK OF THIS RECEIPT

WAREHOUSEMAN'S SUPPLEMENTAL CERTIFICATE

1. The undersigned warehouseman has issued warehouse receipt number _____
to the order of _____ for _____
(name and address of depositor) (kind of grain)

received by rail at _____ on _____
(city and state) (date)

in accordance with the terms of the Uniform Grain Storage Agreement, Commodity Credit Corporation Form 25, entered into between the undersigned and Commodity Credit Corporation.

2. Gross weight _____
(The balance of Item 2 need only be completed when such necessary information is not shown on the warehouse receipt.)

Dockage % _____
Net weight _____
Kind, grade, class, sub class, special grades of grain _____
If the grain is mixed wheat give the percent of each class _____

Test	Total	Heat
Weight _____	% Damage _____	% Damage _____
Moisture _____	% Protein Content _____	% Other _____
Foreign material and _____	solely because of test weight.	
The grain grades _____	(4 or 5)	

3. The grain represented by the above warehouse receipt was received from _____
(loading point) (County) (State)

Will be evidenced by a freight bill held for shipper's account described as follows:

Car initial	Origin
and Number _____	Carrier _____
Bill of Lading Date (official date on which received by carrier) _____	
Transit _____	Freight _____
Weight _____	Rate In. _____
	Tax _____
Full inbound route and junction points _____	Amount Collected _____
Guaranteed transit balance, if any, of through freight to _____	
of _____	Tax _____
per 100 pounds.	combined rate and tax _____

Number of unused transit stops _____
Penalty, if any, to guarantee minimum proportional rate on outbound billing of _____
cents per 100 pounds.

Where paid in freight is based on other than domestic interstate freight rate basis, the difference in rates between the freight paid (plus tax) and the domestic interstate freight rate (plus tax) is _____.

4. The above described freight bill has been officially registered for transit and will be held in accordance with applicable provisions of the Uniform Grain Storage Agreement. Other information entered herein was obtained in accordance with the requirements as hereafter shown, and such grain will be carried in accordance with the provisions shown on the reverse side hereof.

Warehouse name and code _____

Warehouse address _____

By _____ Title of signer _____ Date of signature _____

5. The warehouseman executing this certificate certifies as follows:

- (a) That the grade, grading factors and protein content, if applicable, set out in Paragraph 2, subject to Paragraph 5 (b) below, and/or on the applicable warehouse receipt shall agree with the inbound official inspection weight and protein certificates supplied by an inspector licensed under the United States Grain Standards Act, or by the customary inspection at such location, prior to delivery of the grain to his warehouse; and further certifies that such inspection represents inspection of the grain prior to unloading, including Federal appeal or Board appeal inspection, or if official inspection weight or protein determination not available, such determination was made by the best available means, and that he will deliver to the holder of the warehouse receipt the identical grain received, or grain of equal country run quality to that received, and that he will deliver to the holder of the warehouse receipt upon request the original or said duplicate of said original inbound weight, protein, and inspection certificates.
- (b) That where the grain is processed, i.e., drying, cleaning, etc., at the request of the producer, the grade and grading factors shown in Paragraph 2 will be the grade and grading factors after processing, and delivery will be made of the same country run quality, quantity, grade and protein (if applicable) shown in Paragraph 2, and no lien for processing will be claimed by the warehouseman from CCC or any subsequent holder of said warehouse receipt.
- (c) That wheat grading "tough" has been processed at the request of the eligible producer, and delivery will be made of the same country run quality, quantity, grade and protein (if any), not "tough", and no lien for processing will be claimed by the warehouseman from Commodity Credit Corporation or any subsequent holder of said warehouse receipt.
- (d) That the grain represented by said receipt is insured against the hazards of fire, lightning, inherent explosion, windstorm, cyclone, and tornado for the full market value thereof.
- (e) That all transportation, inspection and weighing charges, and other charges of the signer of this certificate against the grain represented by said receipt, up to the unloading in the warehouse, have been paid, except as listed on this certificate, which it is requested be paid from the proceeds of any loan made upon the grain described herein.

6. In the event Commodity Credit Corporation comes into possession of the grain described in this certificate and the signer of this certificate delivers net bushels of grain described in the warehouse receipt, regardless of the indicated dockage factor, it is understood that if said grain has been cleaned no charge will be made to Commodity Credit Corporation therefor, and that storage and handling charges at point of storage will accrue on net bushels of grain free of dockage.

TANKO GRAIN COMPANY

AMARILLO, TEXAS

INVENTORY RECORD

DATE _____

[illegible]

1

ORDER NO. OR PERIOD	DATE
June 30, 1954	

UNITED STATES DEPARTMENT OF AGRICULTURE
PRODUCTION AND MARKETING ADMINISTRATION
COMMODITY CREDIT CORPORATION

Tanko Grain Co.
Amarillo, Texas

INVOICE FOR WAREHOUSE CHARGES

COMM CODE	ELEVATOR CODE	WAREHOUSE RECEIPT NO.	STORAGE DATE		SCHED	DOCK AGE	DOCK SMUT	NET QUANTITY		PERIOD CODE	NUMBER OF STORAGE DAYS	RECEIVING CHARGES	REC'G-INS-COND FIRST 10 DAYS STORAGE	INS-CONDITION STORAGE OVER 10 DAYS
			MO.	DAY								RAIL - WATER ONLY	TRUCK ONLY	RAIL-WATER-TRUCK
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
10	9	7167	6	12	3	A	2	567	33	1	20			
10	9	7167	6	12	3	A	2	267	17	199	185	* 25.04		83 04
		199	185					834	50					51 46
10	9	7167	9	20	3	L	2	2 398	00		61			48 76
			61					2 398	00					
10	9	7167	10	17	3	C	2	1 981	50	2	117	64		115 92
		117	64					1 981	50					42 27
10	9	7167	12	25	3	A	1	199	00		178			
		178						199	00				14 93	17 71
			199.00					5 214	00					
			(TOTAL TRUCK)					(TOTAL RAIL)						

(* SERVICE CHARGE ON RAIL # 1167
834.50 @ .015 = \$12.52)

WAREHOUSEMAN'S CERTIFICATE

DATE OF INVOICE 7-16-54 WAREHOUSEMAN'S INVOICE NO. 17

THE UNDERSIGNED WAREHOUSEMAN CERTIFIES THAT THE ABOVE INVOICE IS CORRECT AND JUST, THAT ALL CONDITIONS OF SERVICES UNDER THE UNIFORM GRAIN STORAGE AGREEMENT APPLICABLE TO THIS TRANSACTION HAVE BEEN COMPLIED WITH, THAT STATE OR LOCAL SALES TAXES ARE NOT INCLUDED IN THE AMOUNT INVOICED, AND THAT SETTLEMENT FOR CHARGES IN CONNECTION WITH THE COMMODITY DESCRIBED BY WAREHOUSE RECEIPTS ABOVE HAS NOT BEEN HERETOFORE MADE.

AUTHORIZED REPRESENTATIVE Don Tanko

FOR USE BY CCC
ONLY

SCHEDULE DATE

SCHEDULE NO.

AMOUNT

TOTALS

NOTE:

61 01 14 93 359 16

LOAD OUT CHARGES ON
LOADING ORDER ONLY

NONE

TOTAL CHARGES THIS INVOICE

435 10

LESS: ADVANCES OFFSET AGAINST
THIS INVOICE

NONE

NET AMOUNT DUE
WAREHOUSEMAN

435 10

COMMODITY DELIVERY NOTICE

(SEE INSTRUCTIONS ON REVERSE BEFORE EXECUTING THIS FORM)

NAME AND ADDRESS OF BORROWER

James C. Smith
Riverside, Oklahoma

LOAN SERIAL NO. (STATE AND COUNTY CODE NO. AND LOAN NO.)

73-004-20A

COMMODITY

Wheat

YEAR PRODUCED

1951

SECTION I - DELIVERY INSTRUCTIONS

You are hereby instructed to deliver the commodity described below in accordance with the terms of the chattel mortgage securing the note on the loan serial number listed above.

SEAL NO. (S)	GRADE	PROTEIN ON WHEAT IF APPLICABLE	NET QUANTITY (BU., COCKED)
201	#1 HW		1425.00

DELIVER TO: (NAME, CODE NO. & LOCATION OF WAREHOUSE OR OTHER APPROVED STORAGE)

Beaver Milling Co., Beaver, Oklahoma - Code 6999

DATE(S) TO DELIVER

May 22, 1952

COMMODITY CREDIT CORPORATION

BY

Beaver

PMA COUNTY COMMITTEE

DATE 5-12, 19 52

Beaver, Oklahoma

(ADDRESS OF COMMITTEE)

SECTION II - BORROWER AND WAREHOUSEMAN'S GRADE CERTIFICATION

The undersigned hereby certify (1) that a representative sample was secured from each lot of the commodity described above at the time it was delivered, (2) that it is mutually agreed such commodity graded as indicated in the schedule below, (3) the warehouseman certifies that he will issue to Commodity Credit Corporation acceptable warehouse receipt(s) for the commodity accepted for local storage, and scale tickets when requested, for the quantity and grade(s) set forth in the schedule below. (If the grade agreed upon is lower than the grade shown on the loan documents, a representative sample properly identified must be forwarded to the County Committee with the copies of the Commodity Loan Form 15, and attachments).

LOT IDENTIFICATION (WHSE. RECEIPTS, SCALE TICKETS, ETC.) (1)	CLASS SUB-CLASS AND GRADE (2)	TEST WEIGHT (POUNDS) (3)	MOIS- TURE % (4)	OTHER GRADING FACTORS (INCLUDING PROTEIN) (5)	GROSS WEIGHT (POUNDS) (6)	DOCK- AGE % (7)	NET BUSHELS CWT. OR LBS. (8)	CHECK TYPE OF DELIVERY		
								WARE- HOUSE STORAGE (9)	HAND- LING ONLY (10)	CCG BIN (11)
1201	#1 HW	60	11.0	12.5	9010.02	-	1501.67	X		

DATE DELIVERY COMPLETED May 22DATE 5-22, 19 52DATE 5-22, 19 52James C. Smith
(SIGNATURE OF BORROWER)

Beaver Milling Co. 6999

(NAME OF WAREHOUSE AND CODE NO.)

LOADING ORDER NO. _____

(TO BE ENTERED BY WAREHOUSEMAN ON WAREHOUSEMAN'S SETTLEMENT
COPY WHEN COMMODITY IS DELIVERED TO WAREHOUSE FOR HANDLING ONLY)

BY

Joe Work

SECTION III - CERTIFICATION OF COUNTY COMMITTEE

Delivery of commodity set forth in Section II has been completed subject to final settlement.

DATE May 25, 1952

Beaver

PMA COUNTY COMMITTEE

BY

John Doe

COUNTY OFFICE COPY

SECTION IV - DISAGREEMENT AS TO GRADE OR PROTEIN CONTENT AND REQUEST FOR GRADE OR PROTEIN DETERMINATION

The undersigned hereby certify that a representative sample was taken of each load or lot of similar quality of the commodity delivered under the above-described loan and we are unable to agree as to the grade ☐ * or protein content ☐ * of the commodity delivered, identified in Section II, Column (1), as _____ and a sample for each is herewith transmitted to the county committee with a request that each sample be divided into two equal parts and one part of the sample be forwarded to the proper laboratory for a grade and/or protein determination.

In case the disagreement involves grade determination, one sample will be forwarded to a federally authorized or licensed inspector for a grade determination. It is understood that if either of the undersigned parties is not satisfied with the grade determination, the county committee, upon written request from the party not satisfied with such grade, will forward the second sample to the nearest District Inspection Office of the Grain Branch, of the U. S. Department of Agriculture, whose grade determination shall be final.

In case the disagreement involves a protein determination, a part of the representative sample shall be forwarded to any protein laboratory properly equipped to make such determination.

It is further understood that the cost of such grading or protein determination shall be assumed by the party or parties making request and shall accompany such request when transmitted to the county committee.

The undersigned hereby agree on the quantity delivered as entered in Section II of this form.

Date _____

SIGNATURE OF BORROWER

Date _____

NAME OF WAREHOUSE AND CODE NUMBER

*Place check mark in applicable block(s).

By _____

INSTRUCTIONS

County Committee

Complete CL-15 in quintuplicate.

Original shall be forwarded to borrower notifying him when and where to make delivery.

First, second, and third copies shall be forwarded to warehouseman notifying him of borrower's delivery notice and quantity to be delivered.

Fourth copy to be held in County Office.

After delivery is completed and the first and second copies are returned to the County Office, all information in Sections II and III shall be typed on the fourth copy. The copies shall be distributed as indicated on the form.

Borrower and Warehouseman

Borrower will make delivery in accordance with instructions in Section I. The warehouseman and borrower will draw a representative sample for each lot and assemble into an eight-pound sample for each bin or lot of similar quality. After delivery has been completed, the sample shall be thoroughly commingled and the grade (protein content in case of wheat) and the quantity delivered represented by each sample shall be agreed upon and entered in Section II. Section II shall be signed by the borrower and warehouseman in the applicable spaces. First and second copies shall be submitted to the County Office by the warehouseman, signifying completion of delivery.

In case of disagreement on grade and/or protein, the borrower and warehouseman will complete Section IV indicating whether grade and/or protein disagreement and complete Section II of all copies showing information on which agreement was reached. An eight-pound sample of the commodity delivered shall be forwarded to the County Committee for an appeal grade and/or protein determination along with all copies of the form.

COMMODITY PURCHASE
FORM 3
(2-14-51)U. S. DEPARTMENT OF AGRICULTURE
PRODUCTION AND MARKETING ADMINISTRATION
COMMODITY CREDIT CORPORATION
DELIVERY INSTRUCTIONS

STATE

Texas

COUNTY

Lamb

SERIAL NO. (STATE AND COUNTY CODE NO. AND P.A. NO.)

74-140-15

COMMODITY

Grain Sorghum

YEAR PRODUCED

1951

NAME AND ADDRESS OF PRODUCER

Chas. L. Jones
Rt. 1, Amherst, Texas

SECTION I — DELIVERY INSTRUCTIONS

In accordance with your request of March 20 1952, by letter ☒ telegram ☐ telephone call ☐ personal call ☐, you have elected to sell to the Commodity Credit Corporation the commodity described above and have requested delivery instructions in accordance with the provisions of the Purchase Agreement signed by you. In accordance with your agreement, you may deliver a quantity up to, but not in excess of 1150.00 ~~1000~~ (cwt.) ~~1000~~ to the warehouse or other CCC storage described below, within the 15-day period following the date of these instructions.

DELIVER TO (NAME, CODE NO. AND LOCATION OF WAREHOUSE OR OTHER APPROVED STORAGE)

Blanko Grain Co., Littlefield, Texas - Code 7999

COMMODITY CREDIT CORPORATION

BY

Lamb County

PMA COUNTY COMMITTEE

DATE April 1 1952

Olton, Texas

(ADDRESS OF COMMITTEE)

SECTION II — PRODUCER AND WAREHOUSEMAN'S GRADE CERTIFICATION

The undersigned hereby certify (1) that a representative sample was secured from each lot of the commodity described above at the time it was delivered (2) that it is mutually agreed such commodity graded as indicated in the schedule below, (3) the warehouseman certifies that he will issue to Commodity Credit Corporation acceptable warehouse receipt(s) for the commodity accepted for local storage, and scale tickets when requested, for the quantity and grade(s) set forth in the schedule below.

LOT IDENTIFICATION (Whse. Receipts, Scale Tickets, Etc.) (1)	CLASS SUB-CLASS AND GRADE (2)	TEST WEIGHT (Pounds) (3)	MOISTURE % (4)	OTHER GRADING FACTORS (Including Protein) (5)	GROSS WEIGHT (XXX) (CWT.) (6)	Dockage % (7)	CHECK TYPE OF DELIVERY RECORDS CWT. OR OR (8)	CHECK TYPE OF DELIVERY		
								Ware-house Storage (9)	Hand-ling Only (10)	CCC Bins (11)
1545	2y6m	56.0	-	13%	1150.00		1150.00	X		

DATE DELIVERY COMPLETED April 10, 1952DATE 4-10 1952DATE 4-10 1952

Charles L. Jones

(SIGNATURE OF PRODUCER)

Blanko Grain Co.,

7999

(NAME OF WAREHOUSE AND CODE NO.)

LOADING ORDER NO.

BY

(TO BE ENTERED BY WAREHOUSEMAN ON WAREHOUSEMAN'S SETTLEMENT COPY WHEN COMMODITY IS DELIVERED TO WAREHOUSE FOR HANDLING ONLY)

SECTION III — CERTIFICATION OF COUNTY COMMITTEE

Delivery of the commodity set forth in Section II has been completed subject to final settlement.

DATE April 14, 1952

Lamb

PMA COUNTY COMMITTEE

BY

COUNTY OFFICE COPY

INSTRUCTIONS

County Committee

Complete CP-3 in quintuplicate.

Original shall be forwarded to producer notifying him when and where to make delivery.

First, second and third copies shall be forwarded to warehouseman notifying him of producer's delivery instructions and quantity to be delivered.

Fourth copy to be held in county office.

After delivery is completed and the first and second copies are returned to the county office, all information in Sections II and III shall be typed on the fourth copy. The copies shall be distributed as indicated on the form.

Producer

Producer will make delivery in accordance with instructions in Section I. Deliveries will not be accepted under the Purchase Agreement after the 15-day period unless you show just cause for not making delivery and obtain written approval from the county committee during the authorized delivery period.

Lien. — If there is (are) a lien(s) on the commodity, it will be necessary to secure a lien waiver before settlement is complete. A form will be supplied on request.

Ineligible commodity. — If warehouse receipts or warehouse receipts and supplemental certificates are issued upon delivery to an approved warehouse and show that the above commodity does not meet the minimum grade requirements set forth in the applicable C. C. C. Bulletin, the commodity will not be purchased by C. C. C. Any single lot delivered on track to C. C. C. which falls below eligible grades established by official inspection will be sold by C. C. C. at the best price obtainable. Freight and other charges will be withheld and the balance of the sale proceeds forwarded to you. However, any commodity delivered and commingled with other lots, whether track-loaded or delivered to a warehouse for immediate shipment or delivered to a C. C. C. storage facility which falls below eligible grades established in the applicable C. C. C. Bulletin, will be purchased at the applicable market price for such commodity as determined by C. C. C., but not to exceed the settlement rate established for the lowest eligible grade for the commodity.

Excess commodity. — Any excess quantity delivered by you, if accepted and not immediately sold, will be settled for at the applicable support rate or the applicable market price for the commodity, as determined by C. C. C., whichever is lower.

Producer and Warehouseman

Producer will make delivery in accordance with instructions in Section I. Warehouseman and producer will draw representative sample from each load or quality delivered and assemble an eight pound sample and determine the weights for each bin or quality delivered. After delivery each bin or lot is completed, the sample shall be commingled and a grade (protein content if applicable) determination made by the producer and warehouseman. The grade (protein content if applicable), quantity and type of delivery shall be entered in Section II. Section II shall be signed by the producer and warehouseman in the applicable spaces. First and second copies shall be submitted to the County Office by the warehouseman signifying completion of delivery.

DW-3-00000

STORAGE SITE SUPERVISOR'S COPY



COMMODITY CREDIT
CORPORATION FORM-40
(5-29-50) U. S. DEPARTMENT OF AGRICULTURE
PRODUCTION AND MARKETING ADMINISTRATION
COMMODITY CREDIT CORPORATION

SHIPPING INSTRUCTIONS AND LOADING ORDER

TO:

Central Grain Company
Job, Texas

SHIP FROM:

Same

LOCATION

Same

ROUTE

Ft. Worth - T&P

LOADING ORDER NO.

DW-5-29999

DATE

September 12, 1954

COMMODITY

Wheat

ELEVATOR CODE NO.

8-7999

PURCHASE CONTRACT, SALE OR STOCK TRANSFER NO.

PERMIT NO.

RATE

Flat

USE STRAIGHT COMMERCIAL BILL OF LADING AND CONSIGN
TO COMMODITY CREDIT CORPORATION CARE OF:

Export Grain Elevator Company (DW-5-29999)
Houston, Texas

SHIP FREIGHT COLLECT—Insert on Bill of Lading statement, "This shipment is the property of, and the freight charges are assumed by, The United States Government (CCC). All line-haul and accessorial charges accruing prior to arrival at destination and including accessorial charges prior to expiration of free time will be paid by

the PMA Commodity Office at Dallas, Texas

COMMODITY CODE

10

BUSHELS
OR CWT.GRADE AND
CLASSTEST
WEIGHT

PROTEIN

MOISTURE

MISC.

WAREHOUSE RECEIPTS ENCLOSED AS DESCRIBED BY ATTACHED LIST TOTALING

25,000.00

#2 HW

58.5

FARM STORED DELIVERIES TOTALING

SHIP AS INDICATED

25,000.00

#2 HW

58.5

ISSUE BALANCE WAREHOUSE RECEIPT
AND RETURN TO THIS OFFICE PROMPTLY

SHIPMENT TO BE ~~MADE~~ started immediately
and all shipments completed by 9/20/54
STORAGE CHARGES FOR ACCOUNT OF COMMODITY CREDIT CORPORATION SHALL STOP
MIDNIGHT 9/20/54 OR DATE OF ACTUAL LOADING, WHICHEVER IS EARLIER.

SETTLEMENT BASIS 9/20/54

Ft. Worth Grades - Ft. Worth, Weights.

Sample

IMPORTANT

- DO NOT HOLD BILLS OF LADING UNTIL LOADING ORDER IS COMPLETED. The following documents must be forwarded to Commodity Credit Corporation (CCC) each day shipments are made:
 - Original and 2 copies of CCC Form 41.
 - Original and 2 copies of Bills of Lading for each car shipped as listed on CCC Form 41.
 - Forms CCC 229, CCC 234 and Weight, Inspection and Protein Certificates as may be issued in connection with shipments.
- Bills of Lading must show:
 - Your Firm as shipper. Sign Bill of Lading accordingly.
 - Loading Order No.
 - Complete reference to transit billing applied, or attach copy of transit billing instructions.
 - Permit number, if required by shipping instructions.
 - "For Export" or "For Storage," as required by shipping instructions.
 - For inspection and release or inspection and forwarding in accordance with shipping instructions.
 - If Clean-Up car, so state.
- Load cars to full visible capacity but do not overload. Additional cost incurred by CCC because of overloading or failing to load to minimum of car ordered will be charged to the shipper.
- If you cannot obtain cars in sufficient volume to complete shipment of this order in the time allotted, it will be necessary that you submit a written statement showing date and number of cars ordered from each carrier, date and number received, and date and number loaded for all parties, while this order was outstanding. Copies of car orders must accompany this statement. Consideration then will be given to extending the stop-storage date if conditions cited justify.

SPECIAL INSTRUCTIONS

Show on bill of lading "For Export".
Show on bill of lading Ft. Worth inspection.
Show loading order number as part of consignee on all shipping documents.
Grade certificates must show all grading factors for each car shipped.
In accordance with Section 13 (ii) CCC shall sell rejected grain for the account of the warehouseman unless the warehouseman makes written request that rejected grain be held for his account.

COMMODITY CREDIT CORPORATION

By /s/ P. M. Miller

ORDER NO.	DATE		
DGS-4-20150	8	05	4

JOHN DOE

ANTON, TEXAS

2

[illegible]

TO WAREHOUSEMAN:

THE COMMODITY COVERED BY THE WAREHOUSE RECEIPTS LISTED ABOVE IS FOR HANDLING IN ACCORDANCE WITH INSTRUCTIONS ATTACHED HERETO. THE TRUST ORDER NUMBER SHOWN ABOVE MUST BE SHOWN ON ALL BILLS OF LADING, INVOICES, OR OTHER COMMUNICATIONS IN CONNECTION WITH THIS TRANSACTION.



(For use in connection with Uniform Domestic Straight Bill of Lading, adopted by Carriers in Official, Southern, Western and Illinois Classification Territories, March 16, 1922, as amended August 1, 1930, and June 15, 1941.)

3rd SHEET



THIS MEMORANDUM

Is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading nor a copy or duplicate covering the property named herein, and is intended solely for filing or record.

Shipper's No. _____

Agent's No. _____

GUY A. THOMPSON, Trustee

MISSOURI PACIFIC RAILROAD CO., Debtor.

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,

at Uvalde, Texas September 12, 19 54

from John Doe Milling Company

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law; whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Consigned to CCC c/o Blank Public Elevator Loading Order DGS-5-10651

Destination Houston State of Texas County of Harris

Route T&NO

Delivering Carrier T&NO Car Initial T&NO Car No. 12463

[illegible]

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____
to apply in prepayment of
the charges on the property
described hereon.

Agent or Cashier.

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

2

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per.

John Doe Milling Company Shipper.

Agent

© Per Richard Doe

Per _____

Permanent postoffice address of Shipper Uvalde, Texas

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch to nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, within nine months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance. Provided, That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coopers and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. Provided, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains undclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. Provided, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains undclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale. Provided, That if time serves for notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels, or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to or after they are detached from locomotive or train or until loaded into and after unloaded from vessels.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specio, or for any articles of extraordinary value not specifically rated in its published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier by railroad shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsignee or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignor, or, in the case of a shipment so reconsignee or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. On shipments reconsignee or diverted by an agent who has furnished the carrier in the reconsignment or diversion order with a notice of agency and the proper name and address of the beneficial owner, and where such shipments are refused or abandoned at ultimate destination, the said beneficial owner shall be liable for all legally applicable charges in connection therewith. If the reconsignor or diverter has given to the carrier erroneous information as to who the beneficial owner is, such reconsignor or diverter shall himself be liable for all such charges.

If a shipper or consignor of a shipment of property (other than a prepaid shipment) is also the consignee named in the bill of lading and, prior to the time of delivery, notifies, in writing, a delivering carrier by railroad (a) to deliver such property at destination to another party, (b) that such party is the beneficial owner of such property, and (c) that delivery is to be made to such party only upon payment of all transportation charges in respect of the transportation of such property, and delivery is made by the carrier to such party without such payment, such shipper or consignor shall not be liable (as shipper, consignor, consignee, or otherwise) for such transportation charges but the party to whom delivery is so made shall in any event be liable for transportation charges billed against the property at the time of such delivery, and also for any additional charges which may be found to be due after delivery of the property, except that if such party prior to such delivery has notified in writing the delivering carrier that he is not the beneficial owner of the property, and has given in writing to such delivering carrier the name and address of such beneficial owner, such party shall not be liable for any additional charges which may be found to be due after delivery of the property; but if the party to whom delivery is made has given to the carrier erroneous information as to the beneficial owner, such party shall nevertheless be liable for such additional charges. If the shipper or consignor has given to the delivering carrier erroneous information as to who the beneficial owner is, such shipper or consignor shall himself be liable for such transportation charges, notwithstanding the foregoing provisions of this paragraph and irrespective of any provisions to the contrary in the bill of lading or in the contract of transportation under which the shipment was made. The term "delivering carrier" means the line-haul carrier making ultimate delivery.

Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Where delivery is made by a common carrier by water the foregoing provisions of this section shall apply, except as may be inconsistent with Part III of the Interstate Commerce Act.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, and loss, damage or injury to said property occurs while the same is in the custody of a carrier by water the liability of such carrier shall be determined by the bill of lading of the carrier by water (this bill of lading being such bill of lading if the property is transported by such water carrier thereunder) and by and under the laws and regulations applicable to transportation by water. Such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, as well as the following subdivisions of this section; and to the conditions contained in this bill of lading not inconsistent with this section, when this bill of lading becomes the bill of lading of the carrier by water.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrylog any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, transship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, or for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers.

Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

COMMODITY CREDIT
CORPORATION
FORM 41 (8-23-50)

U. S. DEPARTMENT OF AGRICULTURE
PRODUCTION AND MARKETING ADMINISTRATION
COMMODITY CREDIT CORPORATION

LETTER OF TRANSMITTAL FOR BILLS OF LADING
AND NOTICE OF SHIPMENT

DATE

September 12, 1954

LOADING ORDER NO.

DGS-5-10096

KIND OF GRAIN

Milo

GRADE AND CLASS

No. 2 Yellow Milo

PROTEIN (IF ANY)

ELEVATOR CODE

9-7000

COMMODITY CODE

ITEM CODE

THE CARS LISTED BELOW WERE SHIPPED TODAY FOR THE ACCOUNT OF CCC

FROM

Brown Grain Company
Fort Worth, Texas

TO

Commodity Credit Corporation
c/o Manchester Elevator
Houston, Texas

SHIPPER WILL USE THIS SPACE

THIS SPACE RESERVED FOR USE BY CCC

CAR INITIALS AND NUMBER	DATE OF SHIPMENT	LOADED WEIGHT	SUB A/C	TRAN CODE	BUSHEL	WEIGHT	WIP CODE	FRT CODE
AT 137583	9-12-54	115,000						
AT 213279	"	115,000						
NYC 166746	"	115,000						
GN 49515	"	115,000						
196337	"	115,000						
DC 8499	"	120,000						
CBQ 15740	"	90,000						
CBQ 16405	"	90,000						
IGN 17225	"	105,000						

IMPORTANT

DO THESE SHIPMENTS COMPLETE

THE LOADING ORDER?.....YES ☐ NO ☒

HOW MANY CARS HAVE BEEN SHIPPED

UNDER THIS LOADING ORDER? 20

TOTAL CARS

TOTAL BUSHEL

DIRECTIONS FOR USE OF THIS FORM

PLEASE NOTE: THIS FORM IS TO BE USED WITH EVERY SHIPMENT OF GRAIN EXCEPT SHIP LIFTINGS FROM PORTS.
FORM IS TO BE PREPARED IN ORIGINAL AND 4 COPIES AND DATED SAME DATE OF SHIPMENT.

"FROM" SHOW SHIPPING ELEVATOR AND ADDRESS; "TO" SHOW DESTINATION ELEVATOR AND ADDRESS.

"LOADING ORDER NUMBER," "KIND OF GRAIN," "GRADE & CLASS," & "PROTEIN (IF ANY)" MAY BE OBTAINED FROM LOADING ORDER.

"CAR INITIALS AND NUMBER" MAY BE OBTAINED FROM THE BILL OF LADING.

"DATE OF SHIPMENT" SHOULD BE THE DATE OF THE BILL OF LADING.

"LOADED WEIGHT" IS YOUR OWN WEIGHT OF SHIPMENT AT TIME OF LOADING.

DO NOT WRITE IN THE SPACE MARKED "THIS SPACE RESERVED FOR USE BY CCC."

ON THE DATE OF SHIPMENT, SEND ORIGINAL AND 2 COPIES TO THE COMMODITY CREDIT CORPORATION, TOGETHER WITH THE ORIGINAL AND 2 COPIES OF THE BILLS OF LADING, SEND 1 COPY TO DESTINATION ELEVATOR AND RETAIN 1 COPY.

UNITED STATES DEPARTMENT OF AGRICULTURE
Commodity Stabilization Service
Commodity Office
3306 Main Street
Dallas 26, Texas

LOADING ORDER SETTLEMENT - QUALITY-QUANTITY

Name of Elevator	Glen Tanko Elevator	Commodity	Wheat	Code	10
Location	Spearman, Texas	Loading Order No.	DW-3-20015		
Basing Point	Galveston, Texas	Settlement Date	11-2-52	Elevator Code	8-7999
FREIGHT DIFFERENTIAL:	From Spearman, Texas	To Galveston, Texas	Rate	.57	

SECTION I - DUE ON ORDER

Grade	T. W.	Protein	Gwt. or Bu.	Unit Price	Value
1 H. W.	60.0	13.0	25,397.91	2.04 $\frac{1}{4}$	51,875.23
TOTALS			25,397.91	xxxxx	51,875.23

Protein SECTION II - SHIPMENTS

Grade	T.W.	CKFN	XXXX	Gwt. or Bu.	Unit Price	Value	Prem	Disc.
1DHW			14.7	15,088.00	2.05 $\frac{1}{4}$	30,968.12	150.88	
1DHW				9,946.33	2.04 $\frac{1}{4}$	20,315.38		
TOTALS				25,034.33	xxxxx	51,283.50	150.88	

SECTION III - FREIGHT

	Due CCC	Due Shipper
Excess Dockage Shipped: CWT. 132.90 @ 5537 ¢	73.59	xxxxx
	73.59	

SECTION IV - SETTLEMENT

1-Value of Grain ordered (Section I)	51,875.23	xxxxx
2-Value of Grain Shipped (Section II)	xxxxx	51,283.50
3-Premiums Not Offset by Discounts (Prem. Minus Discounts)	150.88	xxxxx
4-Freight Settlement (Section III)	73.59	
5-Other Charges		
6-Totals	52,099.70	51,283.50
7-Due (CCC) (Shipper)	816.20	

INVOICE

EXHIBIT NUMBER 14

CHARGES FOR GRAIN HANDLING

Date 6-30-1954

To: U. S. Department of Agriculture
Commodity Credit Corporation
3306 Main Street
Dallas 26, Texas

The charges of the undersigned warehouseman on said Milo are as
(Grain)
follows:

[illegible]

The undersigned warehouseman certifies that the above bill is correct and just; that payment therefor has not been received; and that State or local taxes are not included in the amount billed.

Tanko Grain Company
Address: Fort Worth, Texas

Glen Tanko
(Warehouseman)

President
(Official Title)

The original and duplicate invoices must be forwarded to the Dallas Office of the Commodity Credit Corporation, and the triplicate copy retained by the warehouseman.

PRODUCTION AND MARKETING ADMINISTRATION

COMMODITY CREDIT CORPORATION

(RESERVATION OPERATOR'S REPORT)

COMMODITY Wheat

Enid, Oklahoma

REPORT NO. 406

APR 11 Same

DATE October 15, 1952

UFO FILE-404

PRODUCTION AND MARKETING ADMINISTRATION

COMMUNITY CREDIT CORPORATION

INVENTORY REDUCTIONS

RELATION CODE NO. 9-7000

(ELEVATOR OPERATOR'S REPORT)

COMMODITY Wheat

ELEVATOR Davis Terminal Elevator

LOCATION Abilene, Texas

REPORT NO. 171

OPERATED BY S&S

ADDRESS SERIAL

DATE September 30, 1952

EFFECTIVE DATE		BLCKN NO.		COMMODITY CODE		ITEM CODE		GRADE AND CLASS		TEST WET		PROT-EIN		DOCR-AGE		MOIST-URE		OMGE.		OTHER		PT C O D E		W I P	
SUB ACC	FRAN CODE	LOADING ORDER NUMBER	CARRIER CLAIM CODE	CAR INITIAL AND NUMBER	DESTINATION	GROSS POUNDS	NET BUSHELS AND HUNDRETHS	CODE 161	(7)	(8)	(9)	(10)	(11)	(12)											
DR	CR	10089		AT 33555	Sunset Elevator	120 000	2 000 00	2 HW	62.8	11.6		11.4	3.5												
2		"		ON 49092	"	119 000	1 983 33	2 HW	62.7	11.6		11.3	3.8												
3		"		AT 147007	"	124 000	2 066 67	2 HW	62.6	11.7		11.4	3.8												
4																									
5																									
6					NOTE: GRAIN SORGHUM SHOULD BE SHOWN																				
7					IN NET HUNDRED WEIGHT IN COLUMN																				
8					NO. 5 IN LIEU OF NET BUSHELS.																				
9																									
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THE ABOVE INFORMATION SHOWN SHOULD AGREE WITH THE OUTBOUND INSPECTION CERTIFICATES.

WAREHOUSE RECEIPTS CANCELLED ON ABOVE SHIPMENT				ON HAND REPORT (Net Bushels and Hundredths)				THIS SPACE FOR CCC USE ONLY			
RECEIPT NO.	NET BUSHELS	EX RECEIPT NO.		REDUCTION THIS REPORT				VOUCHER NO.	PAID OUT BOUND WEIGHING & INSPECTION CHGS. NUMBER OF CARS		
					</						



